

Azar Mouzari, SBN 263461
Nilofar Nouri, SBN 311871
BEVERLY HILLS TRIAL ATTORNEYS, P.C.
468 N. Camden Drive, Suite 238
Beverly Hills, California 90210
Tel: 310-858-5567 Fax: 424-286-0963
Email: azar@bhtrialattorneys.com
Email: nilofar@bhtrialattorneys.com
Attorneys for Plaintiffs

**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

TIMOTHY R. CAMBRON, an individual;
CHRISTOPHER BOLTON, an individual;
DON FLETCHER, an individual; PAM
SELLERS, an individual; RANDOL
DENMAN, an individual; THERESA
HATFIELD, an individual; VIRGINIA
RICHMOND, an individual; SUSAN
WILSON, an individual; CRISTIE HOLLIS,
an individual; RONALD BRUCE RAY, an
individual; CHRISTOPHER LAVIN, an
individual; CRYSTAL SCHROEDER, an
individual; THOMAS WEMHOFF, an
individual; JANET MOSER, an individual;
JETTEKE MUCHEMORE, an individual;
JOHN HERNANDEZ, an individual;
KASRA PEIGHAMBARI, an individual;
KRSTO JELENIC, an individual; LINDA
REICHELLO, an individual; MOHAMAD
SHAHAB, an individual; POLLY KO, an
individual; REGINA STELLA TANGCO,
an individual; TERESA CERVANTES, an
individual; VICTOR WOLFE, an individual;
TRACI ELLIS, an individual; GINGER A.
COWAN, an individual; ERIC SCHLEICH,
an individual; RALPH HENDERSON, an
individual; RUSSELL BROWN, an
individual; TERRI GRINER-COMPROSKI,
an individual; DENNIS LEEDEKERKEN,
an individual; GREGORY CANNON, an
individual; STEVEN BORDEN, an
individual; BELLE STRICKLAND, an
individual; EDWINA FRAME, an
individual; JAMES CAMPBELL, an
individual; SUSAN LOUISE SACK, an

Case No.: 2:22-cv-08813-SVW-JEM
**FOURTH AMENDED COMPLAINT
FOR DAMAGES [CLASS-ACTION]**
**(1) BREACH OF IMPLIED
WARRANTY OF MERCHANTABILITY**
**(2) FRAUDULENT
CONCEALMENT/FRAUD BY
OMISSION**
**(3) FRAUDULENT
MISREPRESENTATION**
**(4) VIOLATIONS OF THE
MAGNUSON-MOSS WARRANTY ACT**
**(5) NEGLIGENT
MISREPRESENTATION**
(6) UNJUST ENRICHMENT
**(7) VIOLATION OF THE ALABAMA
DECEPTIVE TRADE PRACTICES ACT**
**(8) VIOLATION OF THE ARIZONA
CONSUMER FRAUD ACT**
**(9) VIOLATION OF THE ARKANSAS
DECEPTIVE TRADE PRACTICES ACT**
**(10) BREACH OF IMPLIED
WARRANTY IN VIOLATION OF THE
SONG-BEVERLY CONSUMER
WARRANTY ACT**
**(11) VIOLATION OF THE
CALIFORNIA CONSUMER LEGAL
REMEDIES ACT ("CLRA")**

1	individual; EVAN CAREY, an individual;	)	(12) VIOLATION OF THE BUSINESS &
2	LARRY PAINTON, an individual;	)	PROFESSIONS CODE (“UCL”)
3	NATHAN W. NELSON, an individual;	)	(13) VIOLATION OF THE COLORADO
4	ELLEN HAWOTTE, an individual; TONYA	)	CONSUMER PROTECTION ACT
5	M. BURGE, an individual; AMY	)	(14) VIOLATION OF THE FLORIDA
6	WEISBERG, an individual; ANTHONY	)	UNFAIR & DECEPTIVE TRADE
7	HOLDGRAFER, an individual; DALE	)	PRACTICES ACT
8	BELL, an individual; MICHELLA	)	(15) VIOLATION OF GEORGIA’S FAIR
9	JAMESON, an individual; WILLIAM	)	BUSINESS PRACTICES ACT
10	FORD HEBNER, an individual; REYNA	)	(16) UNFAIR AND DECEPTIVE ACTS
11	DAVIS, an individual; JAMES EATON, an	)	IN VIOLATION OF HAWAII LAW
12	individual; RANDALL SAWYERS, an	)	(17) VIOLATION OF THE IDAHO
13	individual; ERIN SCOTT, an individual;	)	CONSUMER PROTECTION ACT
14	BRIAN MULLIKIN, an individual; JAVIER	)	(18) VIOLATION OF THE ILLINOIS
15	RIVERA, an individual; OLUWAKEMI	)	CONSUMER FRAUD AND DECEPTIVE
16	ADEWOLE, an individual; MIRANDA	)	BUSINESS PRACTICES ACT
17	SACHARIN, an individual; LINDSEY M.	)	(19) VIOLATION OF THE INDIANA
18	TAPIN, an individual; TRENT MAUK, an	)	DECEPTIVE CONSUMER SALES ACT
19	individual; JENNY FINKBEINER, an	)	(20) VIOLATION OF THE KENTUCKY
20	individual; CATHY P. FEINSTEIN, an	)	CONSUMER PROTECTION ACT
21	individual; ODIS LEE, an individual;	)	(21) VIOLATION OF THE LOUISIANA
22	DENISE FREEMAN, an individual; RUTH	)	UNFAIR TRADE PRACTICES AND
23	SPRINGSTON, an individual; SHANNON	)	CONSUMER PROTECTION LAW
24	HARRIS, an individual; SUE	)	(22) VIOLATION OF THE MARYLAND
25	HOPFENSITZ, an individual; DEBRA	)	CONSUMER PROTECTION ACT
26	HARGON, an individual; BRYAN	)	(23) VIOLATION OF
27	REESER, an individual; LAURA	)	MASSACHUSETTS CONSUMER
28	PURCELL, an individual; JUDITH NIKKI	)	PROTECTION LAW
	MCDONNELL, an individual; VIRGINIA	)	(24) VIOLATION OF THE MICHIGAN
	HETCHER, an individual; ELLEN S.	)	CONSUMER PROTECTION ACT
	MITCHELL, an individual; ANNETTE	)	(25) VIOLATION OF THE MINNESOTA
	RALLO, an individual; MARIA JAMAL, an	)	PREVENTION OF CONSUMER FRAUD
	individual; NOAH GORDON, an individual;	)	ACT
	SUSAN JUANITA-OWEN BROOKS, an	)	(26) VIOLATION OF MISSISSIPPI
	individual; TIM KIVLIN, an individual;	)	CONSUMER PROTECTION ACT
	BRIAN BOSTER, an individual; BRIAN	)	(27) VIOLATION OF THE MISSOURI
	STOFLINSKY, an individual; SAMANTHA	)	MERCHANDISING PRACTICES ACT
	KENYON, an individual; ALAN JAMES	)	(28) VIOLATION OF THE NEVADA
	MARSHALL, an individual; PAULA J.	)	TRADE PRACTICES ACT
	BREEDLOVE, an individual; ASHLEY)	
	SHRIVER, an individual; DAVID)	
	NELSON, an individual; LAUREN)	
	GILMER, an individual; DAWN I.)	
	TAYLOR, an individual; PHILIP MARTIN,)	
	an individual; ROXANN TYGER, an)	
	individual; TAMMY ALBERTELLI, an)	
	individual; MARINDA PARKS, an)	
	individual; BENETTA GILLILAND, an)	

individual; JOANNA MORSE, an individual; ANTHONY MILLER, an individual; BERNICE GERBO, an individual; DONALD WARD, an individual; ELI JORDAN, an individual; JACQUELYN JOHNSON, an individual; JEMILAT SULEIMAN, an individual; MARVIN MCANDERSON, an individual; MONICA MARTIN, an individual; RAFAEL GARCIA, an individual; VIRGINIA HUBBARD, an individual; JOHN L. COOK, an individual; JOSHUA SMITH, an individual; KENT MUNSCH, an individual; DANIEL LEMUS, an individual; SCOTT MITCHELL, an individual; DARRELL SCHULTZ, an individual; HAMID KOOHPAI, an individual; RONALD MCDOUGAL, an individual; EILEEN PERKINS, an individual, and on behalf of all others similarly situated,

Plaintiffs,

vs.

LG ELECTRONICS U.S.A., INC., a Delaware Corporation; TRANSFORM SR LLC, a Delaware Limited Liability Company; TRANSFORM SR BRANDS MANAGEMENT LLC, a Delaware Limited Liability Company; COSTCO WHOLESALE CORPORATION, a Washington Company; LOWE'S HOME CENTERS, LLC, a North Carolina Limited Liability Company; BESTBUY.COM, LLC, a Virginia Limited Liability Company, BEST BUY STORES, L.P., A Virginia Limited Partnership; HOME DEPOT U.S.A., INC., a Delaware Corporation; and DOES 1-10, inclusive,

Defendants.

(29) VIOLATION OF THE NEW HAMPSHIRE CONSUMER PROTECTION ACT
(30) VIOLATION OF THE NEW JERSEY CONSUMER FRAUD ACT
(31) VIOLATION OF NEW YORK GENERAL BUSINESS LAW § 349
(32) VIOLATION OF NEW GENERAL BUSINESS LAW § 350
(33) VIOLATION OF THE NORTH CAROLINA UNFAIR AND DECEPTIVE ACTS AND PRACTICES ACT
(34) VIOLATION OF THE OHIO CONSUMER SALES AND PRACTICES ACT
(35) VIOLATION OF THE OKLAHOMA CONSUMER PROTECTION ACT
(36) VIOLATION OF THE OREGON UNLAWFUL TRADE PRACTICES ACT
(37) VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW
(38) VIOLATION OF THE SOUTH DAKOTA TRADE PRACTICES AND CONSUMER PROTECTION LAW
(39) VIOLATION OF THE TENNESSEE CONSUMER PROTECTION ACT
(40) VIOLATION OF TEXAS DECEPTIVE TRADE PRACTICE ACT
(41) VIOLATION OF THE VIRGINIA CONSUMER PROTECTION ACT
(42) VIOLATION OF THE WASHINGTON CONSUMER PROTECTION ACT

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COME NOW Plaintiffs TIMOTHY R. CAMBRON (“Cambron”), an individual, CHRISTOPHER BOLTON (“Bolton”), an individual, DON FLETCHER (“Fletcher”), an individual, PAM SELLERS (“Sellers”), an individual, RANDOL DENMAN (“Denman”), an individual, THERESA HATFIELD (“Hatfield”), an individual, VIRGINIA RICHMOND (“Richmond”), an individual, SUSAN WILSON (“Wilson”), an individual, CRISTIE HOLLIS (“Hollis”), an individual, RONALD BRUCE RAY (“Ray”), an individual, CHRISTOPHER LAVIN (“Lavin”), an individual, CRYSTAL SCHROEDER (“Schroeder”), an individual, THOMAS WEMHOFF (“Wemhoff”), an individual, JANET MOSER (“Moser”), an individual, JETTEKE MUCHEMORE (“Muchemore”), an individual, JOHN HERNANDEZ (“Hernandez”), an individual, KASRA PEIGHAMBARI (“Peighambari”), an individual, KRSTO JELENIC (“Jelenic”), an individual, LINDA REICHELO (“Reichello”), an individual, MOHAMAD SHAHAB (“Shahab”), an individual, POLLY KO (“Ko”), an individual, REGINA STELLA TANGCO (“Tangco”), an individual, TERESA CERVANTES (“Cervantes”), an individual, VICTOR WOLFE (“Wolfe”), an individual, TRACI ELLIS (“ELLIS”), an individual, GINGER A. COWAN (“Cowan”), an individual, ERIC SCHLEICH (“Schleich”), an individual, RALPH HENDERSON (“Henderson”), an individual; RUSSELL BROWN (“Brown”), an individual, TERRI GRINER-COMPROSKI (“Griner-Comproski”), an individual, DENNIS LEEDEKERKEN (“LEEDEKERKEN”), an individual, GREGORY CANNON (“Cannon”), an individual, STEVEN BORDEN (“Borden”), an individual, BELLE STRICKLAND (“Strickland”), an individual, EDWINA FRAME (“Frame”), an individual, JAMES CAMPBELL (“Campbell”), an individual, SUSAN LOUISE SACK (“Sack”), an individual, EVAN CAREY (“Carey”), an individual, LARRY PAINTON (“Painton”), an individual, NATHAN W. NELSON (“Nelson”), an individual, ELLEN HAWOTTE (“Hawotte”), an individual, TONYA M. BURGE (“Burge”), an individual, AMY WEISBERG (“Weisberg”), an individual, ANTHONY HOLDGRAFER (“Holdgrafer”), an individual, DALE BELL (“Bell”), an individual, MICHELLA JAMESON (“Jameson”), an individual, WILLIAM FORD HEBNER (“Hebner”), an individual, REYNA DAVIS (“Davis”), an individual, JAMES EATON (“Eaton”), an

individual, RANDALL SAWYERS (“Sawyers”), an individual, ERIN SCOTT (“Scott”), an individual, BRIAN MULLIKIN (“Mullikin”), an individual, JAVIER RIVERA (“Rivera”), an individual, OLUWAKEMI ADEWOLE (“Adewole”), an individual, MIRANDA SACHARIN (“Sacharin”), an individual, LINDSEY M. TAPIN (“Tapin”), an individual, TRENT MAUK (“Mauk”), an individual, JENNY FINKBEINER (“Finkbeiner”), an individual, CATHY P. FEINSTEIN (“Feinstein”), an individual, ODIS LEE (“Lee”), an individual, DENISE FREEMAN (“Freeman”), an individual, RUTH SPRINGSTON (“Springston”), an individual, SHANNON HARRIS (“Harris”), an individual, SUE HOPFENSITZ (“Hopfensitz”), an individual, DEBRA HARGON (“Hargon”), an individual, BRYAN REESER (“Reeser”), an individual, LAURA PURCELL (“Purcell”), an individual, JUDITH NIKKI MCDONNELL (“McDonnell”), an individual, VIRGINIA HETCHER (“Hetcher”), an individual, ELLEN S. MITCHELL (“E. Mitchell”), an individual, ANNETTE RALLO (“Rallo”), an individual, MARIA JAMAL (“Jamal”), an individual, NOAH GORDON (“Gordon”), an individual, SUSAN JUANITA-OWEN BROOKS (“Brooks”), an individual, TIM KIVLIN (“Kivlin”), an individual, BRIAN BOSTER (“Boster”), an individual, BRIAN STOFLINSKY (“Stoflinsky”), an individual; SAMANTHA KENYON (“Kenyon”), an individual, ALAN JAMES MARSHALL (“Marshall”), an individual, PAULA J. BREEDLOVE (“Breedlove”), an individual, ASHLEY SHRIVER (“Shriver”), an individual, DAVID NELSON (“D. Nelson”), an individual, LAUREN GILMER (“Gilmer”), an individual, DAWN I. TAYLOR (“Taylor”), an individual, PHILIP MARTIN, an individual, ROXANN TYGER (“Tyger”), an individual, TAMMY ALBERTELLI (“Albertelli”), an individual, MARINDA PARKS (“Parks”), an individual, BENETTA GILLILAND (“Gilliland”), an individual, JOANNA MORSE (“Morse”), an individual, ANTHONY MILLER (“Miller”), an individual, BERNICE GERBO (“Gerbo”), an individual, DONALD WARD (“Ward”), an individual, ELI JORDAN (“Jordan”), an individual, JACQUELYN JOHNSON (“Johnson”), an individual, JEMILAT SULEIMAN (“Suleiman”), an individual, MARVIN MCANDERSON (“McAnderson”), an individual, MONICA MARTIN, an individual, RAFAEL GARCIA (“Garcia”), an individual, VIRGINIA HUBBARD (“Hubbard”),

an individual, JOHN L. COOK (“Cook”), an individual, JOSHUA SMITH (“Smith”), an individual, KENT MUNSCH (“Munsch”), an individual, DANIEL LEMUS (“Lemus”), an individual, SCOTT MITCHELL (“Mitchell”), an individual, DARRELL SCHULTZ (“Schultz”), an individual, HAMID KOOHPAI (“Koohpai”), an individual, RONALD MCDUGAL (“McDougal”), an individual, EILEEN PERKINS (“Perkins”), an individual, and on behalf of all others similarly situated (collectively “Plaintiffs”), and through their counsel of record, Beverly Hills Trial Attorneys, P.C., file this Fourth Amended Class Action Complaint (“Complaint”) against LG ELECTRONICS U.S.A., INC. (“LG”), a Delaware Corporation, TRANSFORM SR LLC, a Delaware Limited Liability Company, TRANSFORM SR BRANDS MANAGEMENT LLC, a Delaware Limited Liability Company (“Transform”), COSTCO WHOLESALE CORPORATION (“Costco”), a Washington Company, LOWE’S HOME CENTERS, LLC, (“Lowe’s”) a North Carolina Limited Liability Company and BESTBUY.COM, LLC, a Virginia Limited Liability Company, BEST BUY STORES, L.P., a Virginia Partnership (“Best Buy”), and HOME DEPOT U.S.A., INC., a Delaware Corporation (“Home Depot”) (collectively “Retailer Defendants” or “Defendants”), and DOES 1-10, seeking damages and relief on behalf of themselves and for all others similarly situated. Unless explicitly stated to the contrary, all allegations are based upon information and belief.

INTRODUCTION

1. This class action is brought on behalf of individuals who purchased Kenmore and LG refrigerators containing defective linear compressors sold under the brand names of LG and Kenmore. Defendants LG, Transform,¹ Costco, Lowe’s, Home Depot and Best Buy designed,

¹ On February 11, 2019, Transform’s parent company purchased the well-known retail brand Sears, its assets and its liabilities, and acquired the assets of Sears Holding Corporation including Kenmore, which is a brand of household appliances, its products which are produced by various manufacturers including LG. As stated in Section 2.3(e) of the applicable asset purchase agreement (“APA”), Transform explicitly accepted responsibility for all liabilities associated with warranties, protection agreements and other service contracts for products and services sold or provided by Sears Holding Company, which includes Kenmore products, prior to the acquisition date. *In re Sears Holdings Corp.*, 621 B.R. 563, 578 (S.D.N.Y. 2020), *aff’d*, 51 F.4th 53, 67 (2d Cir. 2022). Furthermore, Transform assumed control over Sears’ brick-and-mortar stores and

1 manufactured, promoted, distributed, and/or sold the LG and Kenmore branded refrigerators,
2 despite being aware of and having notice of the long history of the defective nature of the linear
3 compressors contained in these refrigerators.
4

5 2. These refrigerators have a latent defect which causes failure of the refrigerator's
6 linear compressor—a central component responsible for cooling. The compressor defect renders
7 the refrigerators unable to perform their most basic function: cooling and preserving food and
8 beverages. When the compressor defect manifests, the refrigerator warms and its content spoils.
9 Despite promising their customers refrigerators that last more than 20 years, many of these Kenmore
10 and LG refrigerators have been failing within less than three years, with some failing even less than
11 a year after purchase.

12 3. LG has been previously sued at least six times as a result of manufacturing and
13 selling refrigerators with defective compressors, including Kenmore branded refrigerators
14 containing LG's defective compressors, and has settled at least three class actions alleging
15 refrigerators containing its compressors are defective. The claims extinguished by the judgment in
16 the latest class action case which settled is limited to those LG and Kenmore² refrigerators
17 manufactured up until December 31, 2017. *See Final Approval Order and Judgment, Bentley v.*
18 *LG Elecs. USA, Inc.*, No. 2:19-CV-13554-MCA-MAH (consolidated with Case Nos. 2:19-cv-
19 15185-MCA-MAH, 2:19-cv-15826-MCA-MAH, and 2:20-cv-07652-MCA-MAH, ECF No. 68,
20 ¶ 3 (D.N.J. December 18, 2020). Despite the fact that LG has faced multiple class action lawsuits
21 with similar allegations regarding the defective nature of these refrigerators, Defendants have
22 continued selling defective refrigerators that have failed at extremely high rates—a “pandemic,”
23
24

25
26 website, <https://www.sears.com>, taking direct responsibility for subsequent sales and warranties,
27 and continuing to sell Kenmore refrigerators both in-store, online through the retail store “Sears,”
28 and through various other retailers including but not limited to Lowe's, Home Depot and Target.

² The Kenmore branded refrigerators which were part of the previous class-actions were only those containing LG manufactured compressors. The prior class-actions did not address Kenmore branded refrigerators sold by Transform and its predecessors with failing compressors manufactured by companies other than LG.

1 according to one news report.³ Despite their knowledge of the compressor defect, Defendants
2 have sold and continue to sell these defective refrigerators without alerting purchasers to the
3 problem.⁴

4
5 4. Furthermore, there is now a new group of persons in the United States that have
6 claims against LG and/or Kenmore as these individuals purchased, other than for resale, a LG
7 branded refrigerator or a Kenmore branded refrigerator containing a LG compressor, prior to
8 December 31, 2017, but these individuals *did not have a claim* at the time of the prior class action
9 lawsuit as they experienced monetary loss and damages at a later date.

10 5. Moreover, even when consumers have made warranty claims for malfunctioning
11 refrigerators, Defendants have not replaced the defective refrigerators with working units, or have
12 replaced the compressors contained in them with another defective compressor, have failed to
13 offer full refunds, and in many circumstances, have failed to provide repair services to consumers
14 after months of promising said services. Additionally, many consumers have paid Defendants for
15 repair services out of their own pocket, only to be faced with another non-cooling event involving
16 the newly replaced compressor, only months or a few years later. In fact, Defendants LG and
17 Transform have engaged in futile repairs or replaced defective compressors with other defective
18 compressors—a practice that, for many, has resulted in repeated refrigerator failures.
19 Additionally, many times when the faulty compressor is replaced with another faulty compressor,
20 Plaintiffs have had to deal with loud continuous noises coming from their refrigerators, with no
21 end in sight. Consumers who bought these refrigerators have been forced to live out of coolers,
22 have had to prematurely buy replacement refrigerators, have had to pay hefty amounts of money
23 for replacement of the compressors, which in some instances have again failed after only a few
24 months of being replaced, have had to throw away hundreds of dollars' worth of spoiled food,
25

26
27 ³ See <https://kutv.com/news/get-gephardt/pandemic-of-dying-lg-fridges-has-log-jammed-repair-workers> (last visited September 15, 2023).

28 ⁴ See <https://bestlifeonline.com/refrigerator-sears-news/> (last visited September 15, 2023) which states that “Sears, Kenmore, and LG have known about the issue with these refrigerators for nearly eight years.”

1 have had to get rid of their LG or Kenmore refrigerator because technicians around the country
2 refuse to repair these refrigerators, and at times have had to live without a working refrigerator
3 while waiting for Defendants LG and Transform to perform repairs.
4

5 6. A compressor is often referred to as the “heart” of a refrigerator because its
6 function is to circulate refrigerant throughout the system, allowing a refrigerator to function. The
7 compressor defect alleged herein existed in each refrigerator at the time it was sold. Plaintiffs were
8 deprived of the benefit of their bargain and bring this action to obtain relief for themselves and
9 others who purchased a Kenmore or LG refrigerator in the United States of America.

10 **PARTIES**

11 **PLAINTIFFS**

12 7. At all relevant times, Plaintiff Cambron has been a citizen of the State of Alabama.
13 Specifically, Plaintiff Cambron’s claims alleged herewith are against Defendants LG and
14 Transform. Plaintiff Cambron used his refrigerator in Alabama, experienced defects in Alabama,
15 and sought repairs in Alabama.
16

17 8. At all relevant times, Plaintiffs Bolton, Fletcher, Sellers, Denman, Hatfield,
18 Richmond and Wilson have been citizens of the State of Arizona. Specifically, Plaintiff Bolton’s
19 claims alleged herewith are against Defendants LG and Transform; Plaintiff Fletcher’s claims
20 alleged herewith are against Defendants LG and Home Depot. Plaintiff Sellers’s claims alleged
21 herewith are against Defendants LG and Costco. Plaintiff Denman’s claims alleged herewith are
22 against Defendants LG and Lowe’s. Plaintiff Hatfield’s claims alleged herewith are against
23 Defendants LG and Lowe’s. Plaintiff Richmond’s claims alleged herewith are against Defendants
24 LG and Lowe’s. Plaintiff Wilson’s claims alleged herewith are against Defendants LG and Best
25 Buy. These Plaintiffs used their refrigerators in Arizona, experienced defects in Arizona, and
26 sought repairs in Arizona.

27 9. At all relevant times, Plaintiffs Hollis and Ray have been citizens of the State of
28 Arkansas. Specifically, Plaintiff Hollis’s claims alleged herewith are against Defendants LG and
Transform. Plaintiff Ray’s claims alleged herewith are against Defendants LG and Transform.

1 These Plaintiffs used their refrigerators in Arkansas, experienced defects in Arkansas, and sought
2 repairs in Arkansas.

3
4 10. At all relevant times, Plaintiffs Lavin, Schroeder, Wemhoff, Moser, Muchemore,
5 Hernandez, Peighambari, Jelenic, Reichello, Shahab, Ko, Tangco, Cervantes, Wolfe and Ellis
6 have been citizens of the State of California. Specifically, Plaintiff Lavin's claims are against
7 Defendants LG and Transform. Plaintiff Schroeder's claims are against Defendants LG and
8 Transform. Plaintiff Wemhoff's claims alleged herewith are against Defendants LG and Home
9 Depot. Plaintiff Moser's claims alleged herewith are against Defendants LG and Transform.
10 Plaintiff Muchemore's claims alleged herewith are against Defendants LG and Home Depot.
11 Plaintiff Hernandez's claims alleged herewith are against Defendants LG and Lowe's. Plaintiff
12 Peighambari's claims alleged herewith are against Defendant LG; Plaintiff Jelenic's claims
13 alleged herewith are against Defendants LG and Transform. Plaintiff Reichello's claims alleged
14 herewith are against Defendants LG and Best Buy. Plaintiff Shahab's claims alleged herewith are
15 against Defendants LG and Transform. Plaintiff Ko's claims are against Defendants LG and
16 Transform; Plaintiff Tangco's claims are against Defendants LG and Transform. Plaintiff
17 Cervantes's claims are against Defendants LG and Transform. Plaintiff Wolfe's claims are
18 against Defendants LG and Transform. Plaintiff Ellis's claims are against Defendants LG and
19 Transform. These Plaintiffs used their refrigerators in California, experienced defects in
20 California, and sought repairs in California.

21
22 11. At all relevant times, Plaintiff Cowan has been a citizen of the State of Colorado.
23 Specifically, Plaintiff Cowan's claims alleged herewith are against Defendants LG and Costco.
24 Plaintiff Cowan used her refrigerator in Colorado, experienced defects in Colorado, and sought
25 repairs in Colorado.

26
27 12. At all relevant times, Plaintiffs Schleich, Henderson, Brown, Griner-Comproski,
28 Cannon, Borden and Leedekerken have been citizens of the State of Florida. Specifically, Plaintiff
Schleich's claims alleged herein are against Defendants LG and Transform. Plaintiff Henderson's
claims alleged herein are against Defendants LG and Transform. Plaintiff Brown's claims alleged

1 herein are against Defendants LG and Transform. Plaintiff Griner-Comproski's claims alleged
2 herein are against Defendants LG and Transform. Plaintiff Cannon's claims alleged herein are
3 against Defendants LG and Transform. Plaintiff Borden's claims alleged herein are against
4 Defendants LG and Home Depot. Plaintiff Leedekerken's claims alleged herein are against
5 Defendant LG. These Plaintiffs used their refrigerators in Florida, experienced defects in Florida,
6 and sought repairs in Florida.
7

8 13. At all relevant times, Plaintiffs Strickland, Frame, Campbell, Sack and Carey have
9 been citizens of the State of Georgia. Specifically, Plaintiff Strickland's claims alleged herewith
10 are against Defendants LG and Lowe's. Plaintiff Frame's claims alleged herewith are against
11 Defendants LG and Lowe's. Plaintiff Campbell's claims alleged herewith are against Defendants
12 LG and Transform. Plaintiff Sack's claims alleged herewith are against Defendants LG and Best
13 Buy. Plaintiff Carey's claims alleged herewith are against Defendant LG. These Plaintiffs used
14 their refrigerators in Georgia, experienced defects in Georgia, and sought repairs in Georgia.
15

16 14. At all relevant times, Plaintiff Painton has been a citizen of the State of Hawaii.
17 Specifically, Plaintiff Painton's claims alleged herewith are against Defendants LG and Home
18 Depot. This Plaintiff used his refrigerator in Hawaii, experienced defects in Hawaii, and sought
19 repairs in Hawaii.
20

21 15. At all relevant times, Plaintiff Nelson has been a citizen of the State of Idaho.
22 Specifically, Plaintiff Nelson's claims alleged herewith are against Defendants LG and Lowe's.
23 This Plaintiff used his refrigerator in Idaho, experienced defects in Idaho, and sought repairs in
24 Idaho.
25

26 16. At all relevant times, Plaintiffs Hawotte, Burge, Weisberg and Holdgrafer have
27 been citizens of the State of Illinois. Specifically, Plaintiff Hawotte's claims alleged herewith are
28 against Defendants LG and Home Depot. Plaintiff Burge's claims alleged herewith are against
Defendants LG and Lowe's. Plaintiff Weisberg's claims alleged herewith are against Defendant
LG. Plaintiff Holdgrafer's claims alleged herewith are against Defendants LG and Transform.

1 These Plaintiffs used their refrigerators in Illinois, experienced defects in Illinois, and sought
2 repairs in Illinois.

3
4 17. At all relevant times, Plaintiffs Bell, Jameson, Hebner and Davis have been
5 citizens of the State of Indiana. Specifically, Plaintiff Bell's claims alleged herewith are against
6 Defendant LG. Plaintiff Jameson's claims alleged herewith are against Defendants LG and
7 Lowe's. Plaintiff Hebner's claims alleged herewith are against Defendant LG. Plaintiff Davis's
8 claims alleged herewith are against Defendants LG and Transform. These Plaintiffs used their
9 refrigerators in Indiana, experienced defects in Indiana, and sought repairs in Indiana.

10 18. At all relevant times, Plaintiffs Eaton and Sawyers have been citizens of the State
11 of Kentucky. Specifically, Plaintiff Eaton's claims alleged herewith are against Defendants LG
12 and Lowe's. Plaintiff Sawyers's claims alleged herewith are against Defendants LG and Home
13 Depot. These Plaintiffs used their refrigerators in Kentucky, experienced defects in Kentucky, and
14 sought repairs in Kentucky.

15 19. At all relevant times, Plaintiff Scott has been a citizen of the State of Louisiana.
16 Specifically, Plaintiff Scott's claims alleged herewith are against Defendants LG and Transform.
17 These Plaintiffs used their refrigerators in Louisiana, experienced defects in Louisiana, and sought
18 repairs in Louisiana.

19 20. At all relevant times, Plaintiffs Mullikin, Rivera and Adewole have been citizens
20 of the State of Maryland. Specifically, Plaintiff Mullikin's claims alleged herewith are against
21 Defendants LG and Transform. Plaintiff Rivera's claims alleged herewith are against Defendants
22 LG and Transform. Plaintiff Adewole's claims alleged herewith are against Defendants LG and
23 Transform. These Plaintiffs used their refrigerators in Maryland, experienced defects in
24 Maryland, and sought repairs in Maryland.

25 21. At all relevant times, Plaintiff Sacharin has been a citizen of the State of
26 Massachusetts. Specifically, Plaintiff Sacharin's claims alleged herewith are against Defendants
27 LG and Best Buy. These Plaintiffs used their refrigerators in Massachusetts, experienced defects
28 in Massachusetts, and sought repairs in Massachusetts.

1 22. At all relevant times, Plaintiffs Tapin and Mauk have been citizens of the State of
2 Michigan. Specifically, Plaintiff Tapin's claims alleged herewith are against Defendants LG and
3 Transform. Plaintiff Mauk's claims alleged herewith are against Defendants LG and Lowe's.
4 These Plaintiffs used their refrigerators in Michigan, experienced defects in Michigan, and sought
5 repairs in Michigan.
6

7 23. At all relevant times, Plaintiff Finkbeiner has been a citizen of the State of
8 Minnesota. Specifically, Plaintiff Finkbeiner's claims alleged herewith are against Defendant LG.
9 This Plaintiff used her refrigerator in Minnesota, experienced defects in Minnesota, and sought
10 repairs in Minnesota.

11 24. At all relevant times, Plaintiffs Feinstein and Lee have been citizens of the State
12 of Mississippi. Specifically, Plaintiff Feinstein's claims alleged herewith are against Defendants
13 LG and Lowe's. Plaintiff Lee's claims alleged herewith are against Defendants LG and Home
14 Depot. These Plaintiffs used their refrigerators in Mississippi, experienced defects in Mississippi,
15 and sought repairs in Mississippi.

16 25. At all relevant times, Plaintiffs Freeman and Springston have been citizens of the
17 State of Missouri. Specifically, Plaintiff Freeman's claims alleged herewith are against
18 Defendants LG and Best Buy. Plaintiff Springston's claims alleged herewith are against
19 Defendants LG and Best Buy. These Plaintiffs used their refrigerators in Missouri, experienced
20 defects in Missouri, and sought repairs in Missouri.

21 26. At all relevant times, Plaintiffs Harris and Hopfensitz have been citizens of the
22 State of Nevada. Specifically, Plaintiff Harris's claims alleged herewith are against Defendant
23 LG. Plaintiff Hopfensitz's claims alleged herewith are against Defendant LG. These Plaintiffs
24 used their refrigerators in Nevada, experienced defects in Nevada, and sought repairs in Nevada.
25

26 27. At all relevant times, Plaintiff Hargon has been a citizen of the State of New
27 Hampshire. Specifically, Plaintiff Hargon's claims alleged herewith are against Defendant LG.
28 This Plaintiff used her refrigerator in New Hampshire, experienced defects in New Hampshire,
and sought repairs in New Hampshire.

1 28. At all relevant times, Plaintiffs Reeser and Purcell have been citizens of the State
2 of New Jersey. Specifically, Plaintiff Reeser's claims alleged herewith are against Defendants LG
3 and Home Depot. Plaintiff Purcell's claims alleged herewith are against Defendants LG and
4 Transform. Plaintiffs used their refrigerators in New Jersey, experienced defects in New Jersey,
5 and sought repairs in New Jersey.
6

7 29. At all relevant times, Plaintiffs McDonnell, Hetcher and E. Mitchell have been
8 citizens of the State of New York. Specifically, Plaintiff McDonnell's claims alleged herewith are
9 against Defendants LG and Transform. Plaintiff Hetcher's claims alleged herewith are against
10 Defendants LG and Transform. Plaintiff E. Mitchell's claims alleged herewith are against
11 Defendants LG and Home Depot. These Plaintiffs used their refrigerators in New York,
12 experienced defects in New York, and sought repairs in New York.

13 30. At all relevant times, Plaintiffs Rallo, Jamal, Gordon, Brooks and Kivlin have been
14 citizens of the State of North Carolina. Specifically, Plaintiff Rallo's claims alleged herewith are
15 against Defendants LG and Home Depot. Plaintiff Jamal's claims alleged herewith are against
16 Defendants LG and Home Depot; Plaintiff Gordon's claims alleged herewith are against
17 Defendants LG and Lowe's. Plaintiff Brooks's claims alleged herewith are against Defendants
18 LG and Transform. Plaintiff Kivlin's claims alleged herewith are against Defendants LG and Best
19 Buy. These Plaintiffs used their refrigerators in North Carolina, experienced defects in North
20 Carolina, and sought repairs in North Carolina.
21

22 31. At all relevant times, Plaintiffs Boster, Stoflinsky and Kenyon have been citizens
23 of the State of Ohio. Specifically, Plaintiff Boster's claims alleged herewith are against Defendant
24 LG; Plaintiff Stoflinsky's claims alleged herewith are against Defendants LG and Transform.
25 Plaintiff Kenyon's claims alleged herewith are against Defendants LG and Transform. These
26 Plaintiffs used their refrigerators in Ohio, experienced defects in Ohio, and sought repairs in Ohio.

27 32. At all relevant times, Plaintiffs Marshall, Breedlove and Shriver have been citizens
28 of the State of Oklahoma. Specifically, Plaintiff Marshall's claims alleged herewith are against
Defendant LG. Plaintiff Breedlove's claims alleged herewith are against Defendants LG and

1 Lowe's. Plaintiff Shriver's claims alleged herewith are against Defendants LG and Lowe's. These
2 Plaintiffs used their refrigerators in Oklahoma, experienced defects in Oklahoma, and sought
3 repairs in Oklahoma.
4

5 33. At all relevant times, Plaintiffs D. Nelson, and Gilmer have been citizens of the State
6 of Oregon. Specifically, Plaintiff Nelson's claims alleged herewith are against Defendants LG
7 and Home Depot; Plaintiff Gilmer's claims alleged herewith are against Defendant LG. These
8 Plaintiffs used their refrigerators in Oregon, experienced defects in Oregon, and sought repairs in
9 Oregon.

10 34. At all relevant times, Plaintiffs Taylor, Philip Martin, Tyger and Albertelli have been
11 citizens of the State of Pennsylvania. Specifically, Plaintiff Taylor's claims alleged herewith are
12 against Defendants LG and Lowe's. Plaintiff Philip Martin's claims alleged herewith are against
13 Defendants LG and Transform. Plaintiff Tyger's claims alleged herewith are against Defendants
14 LG and Transform; Plaintiff Albertelli's claims alleged herewith are against Defendants LG and
15 Transform. These Plaintiffs used their refrigerators in Pennsylvania, experienced defects in
16 Pennsylvania, and sought repairs in Pennsylvania.

17 35. At all relevant times, Plaintiff Parks has been a citizen of the State of South Dakota.
18 Specifically, Plaintiff Parks's claims alleged herewith are against Defendants LG and Transform.
19 These Plaintiffs used their refrigerators in South Dakota, experienced defects in South Dakota,
20 and sought repairs in South Dakota.

21 36. At all relevant times, Plaintiffs Gilliland and Morse have been citizens of the State
22 of Tennessee. Specifically, Plaintiff Gilliland's claims alleged herewith are against Defendants
23 LG and Lowe's. Plaintiff Morse's claims alleged herewith are against Defendants LG and
24 Transform. These Plaintiffs used their refrigerators in Tennessee, experienced defects in
25 Tennessee, and sought repairs in Tennessee.

26 37. At all relevant times, Plaintiffs Miller, Gerbo, Ward, Jordan, Johnson, Suleiman,
27 McAnderson, Monica Martin, Garcia, Hubbard, Cook, Smith, Munsch and Lemus have been
28 citizens of the State of Texas. Specifically, Plaintiff Miller's claims alleged herewith are against

1 Defendants LG and Home Depot. Plaintiff Gerbo's claims alleged herewith are against
2 Defendants LG and Costco. Plaintiff Ward's claims alleged herewith are against Defendants LG
3 and Home Depot. Plaintiff Jordan's claims alleged herewith are against Defendants LG and
4 Transform. Plaintiff Johnson's claims alleged herewith are against Defendant LG. Plaintiff
5 Suleiman's claims alleged herewith are against Defendant LG. Plaintiff McAnderson's claims
6 alleged herewith are against Defendant LG. Plaintiff Monica Martin's claims alleged herewith
7 are against Defendants LG and Transform. Plaintiff Garcia's claims alleged herewith are against
8 Defendants LG and Costco. Plaintiff Hubbard's claims alleged herewith are against Defendants
9 LG and Transform. Plaintiff Cook's claims alleged herewith are against Defendants LG and
10 Transform. Plaintiff Smith's claims alleged herewith are against Defendants LG and Lowe's.
11 Plaintiff Munsch's claims alleged herewith are against Defendants LG and Home Depot. Plaintiff
12 Lemus's claims alleged herewith are against Defendants LG and Home Depot. These Plaintiffs
13 used their refrigerators in Texas, experienced defects in Texas, and sought repairs in Texas.
14

15 38. At all relevant times, Plaintiffs Mitchell and Schultz have been a citizen of the State
16 of Virginia. Specifically, Plaintiff Mitchell's claims alleged herewith are against Defendants LG
17 and Costco. Plaintiff Schultz's claims alleged herewith are against LG and Lowe's. These
18 Plaintiffs used their refrigerators in Virginia, experienced defects in Virginia, and sought repairs
19 in Virginia.
20

21 39. At all relevant times, Plaintiffs Koohpai, McDougal and Perkins have been citizens
22 of the State of Washington. Specifically, Plaintiff Koohpai's claims alleged herewith are against
23 Defendants LG and Costco. Plaintiff McDougal's claims are against Defendants LG and Lowe's.
24 Plaintiff Perkins's claims alleged herewith are against Defendants LG and Lowe's. These
25 Plaintiffs used their refrigerators in Washington, experienced defects in Washington, and sought
26 repairs in Washington.

27 40. Plaintiffs purchased and used Kenmore and/or LG branded refrigerators because
28 they believed these refrigerators to be high quality and long-lasting refrigerators that were in the
condition marketed/advertised. At no time during their purchase and use of these refrigerators

1 were Plaintiffs aware that Defendants' claims with regards to the refrigerators manufactured and
2 sold to them were false and misleading, and that these products were actually defective
3 refrigerators that would break down after a brief period of use.

4
5 41. Plaintiffs would not have purchased these refrigerators, at times paying premium
6 prices and thousands of dollars, had they known that these products were defective and would break
7 down, sometimes less than a year after being purchased.

8 **DEFENDANTS**

9
10 42. Upon information and belief, Defendant LG Electronics U.S.A., Inc., the North
11 American subsidiary of LG Electronics Inc., is incorporated under Delaware law and maintains its
12 principal place of business at 1000 Sylvan Avenue, Englewood Cliffs, New Jersey 07632.

13 43. Upon information and belief, Defendants Transform SR LLC and Transform SR
14 Brands Management LLC ("Transform") are limited liability companies organized under the laws
15 of Delaware and maintain their principal place of business at 5407 Trillium Boulevard, Suite
16 B120, Hoffman Estates, Illinois 60192. On information and belief, these Transform entities were
17 formed in 2019 to purchase the surviving assets of Sears Holding Company, which owned Sears
18 Roebuck and Co. and Kenmore. These two entities now own and operate Sears as well as the
19 Kenmore Appliance brand, which is produced by various manufacturers including LG.

20 44. Upon information and belief, Defendant Costco Wholesale Corporation is
21 incorporated under the laws of Washington with its principal place of business located at 999
22 Lake Drive, Issaquah, Washington 98027.

23 45. Upon information and belief, Defendant Lowe's Home Centers, LLC is a limited
24 liability company organized under the laws of North Carolina with its principal place of business
25 located at 1000 Lowe's Blvd., Mooresville, NY 28117-8520.

26 46. Upon information and belief, both Defendants BestBuy.Com, LLC and Best Buy
27 Stores, L.P. are organized under the laws of Virginia, both with principal place of business located
28 at 7601 Penn Avenue S., Richfield, Minnesota 55423.

1 47. Upon information and belief, Defendant Home Depot U.S.A., Inc. is incorporated
2 under Delaware law and maintains its principal place of business at 2455 Paces Ferry Road,
3 Atlanta, Georgia 30339.

4 48. At relevant times, Defendants conducted regular and sustained business and
5 engaged in substantial commerce and business activity in the State of California, which included
6 but was not limited to selling, marketing and/or distributing both LG branded and Kenmore
7 branded refrigerators in the State of California and Los Angeles County.

8 49. At all relevant times, Defendants expected or should have expected that their acts
9 would have consequences within the United States of America including the State of California
10 and including Los Angeles County, as Defendants derived substantial revenue therefrom.

11 **JURISDICTION AND VENUE**

12 50. This Court has jurisdiction over the lawsuit under the Class Action Fairness Act
13 (CAFA), 28 U.S.C. § 1332, because this is a proposed class action in which: (1) there are at least
14 100 class members; (2) the combined claims of class members exceed \$5,000,000, exclusive of
15 interest, attorneys' fees, and costs; and (3) Plaintiffs and Defendants are domiciled in different
16 states. The Court also has supplemental jurisdiction over the claim brought under the Magnuson-
17 Moss Warranty Act, 15 U.S.C. § 2301, *et seq.*, because that claims arises from the same
18 controversy as the state law claims over which this court has jurisdiction under CAFA.

19 51. The Court has personal jurisdiction over all Defendants because they each have
20 sufficient minimum contacts in California to render the exercise of jurisdiction by this Court
21 proper. LG and Transform have intentionally availed themselves of markets within California
22 through their promotion, distribution, and sale of their products in this State. Similarly, the Retailer
23 Defendants have sufficient minimum contacts in California to render the exercise of jurisdiction by
24 this Court proper as they are retail stores, and each have tens and even hundreds of physical stores
25 throughout the state of California.

26 52. Venue is proper in this District under 28 U.S.C. § 1391(b) because a substantial
27 part of the events or omissions giving rise to the claims occurred in this District.
28

FACTUAL ALLEGATIONS

53. Refrigerators, an essential part of the modern American household, can be found in 99.9% of homes. Refrigerators allow people to preserve their food and reduce the risk of food-borne disease.

54. Refrigerators are one of the longest lasting appliances, and are designed to last many years. In fact, LG and Kenmore have represented to the public that their refrigerators containing LG's linear compressors are very durable and have been tested and shown to surpass "the 20-year lifespan test."⁵ Indeed, LG publicly states that "the testing was conducted according to LG's internal accelerated 20-year life-test protocol," and that because of these purported results, "LG is so confident it backs the compressor with a 10 year warranty."⁶

A. The Refrigerators and Representations About Them

55. Defendants design, manufacture, distribute, and/or sell refrigerators throughout the country under the brand names "LG" and "Kenmore." These refrigerators are available for purchase in large retail stores such as Sears, Costco, Lowe's, Best Buy and Home Depot as well as in smaller appliance stores and online. The Manufacturer's Suggested Retail Price for these refrigerators ranges from approximately \$1,800 to \$4,500, with most models falling in the \$1,800 to \$3,500 MSRP range.

56. On February 11, 2019, Transform's parent company purchased the well-known retail brand Sears, its assets and liabilities, and acquired the assets of Sears Holding Corporation including Kenmore, which is a brand of household appliances, its products which are produced by various manufacturers including LG. Kenmore does not manufacture its own appliances.

⁵ See, e.g., [https://www.lg.com/levant_en/home-appliances/coretech/refrigerator#:~:text=Last%2010%2B%20Years,accelerated%20and%20proper%20use%20conditions](https://www.lg.com/levant_en/home-appliances/coretech/refrigerator#:~:text=Last%2010%2B%20Years,accelerated%20and%20proper%20use%20conditions;); <https://www.lg.com/ph/home-appliances/coretech/refrigerator>; https://www.lg.com/eg_en/home-appliances/coretech/refrigerator; <https://gplstg.lg.com/uk/coretech/refrigerator/>; <https://www.lg.com/ae/appliances/coretech/refrigerator> (last visited September 15, 2023). The same statements were contemporaneously disclosed on LG's American website but recently removed as a result of the asserted claims.

⁶ *Id.*

1 Kenmore refrigerators are manufactured by appliance manufacturers such as LG and sold under the
2 brand name Kenmore at Sears, as well as at other retail stores including Costco and Lowe's.⁷
3 Transform assumed control over Sears' brick-and-mortar stores and website,
4 <https://www.sears.com>, taking direct responsibility for subsequent sales and warranties, and
5 continued to sell Kenmore refrigerators both in-store, online through the retail store "Sears," and
6 through various other retailers including but not limited to Lowe's, Home Depot and Target.
7

8 57. A compressor is the central component—the "engine"—of any refrigerator. A
9 compressor contains a motor and pump that move refrigerant, which generates cold air, throughout
10 the refrigerator. Typically, sensors in a refrigerator detect temperature increases and activate the
11 compressor, which releases refrigerant in gas form.

12 58. After being released from the compressor, refrigerant flows through the
13 refrigerator's condenser. The condenser condenses the vaporized refrigerant to liquid form,
14 releasing heat in the process. The liquid refrigerant then flows through the refrigerator's
15 evaporator, which draws heat from the regions of the refrigerator that need to be cooled, causing
16 the refrigerant to vaporize. The vaporized refrigerant then returns to the compressor, and the cycle
17 repeats.

18 59. LG developed its proprietary linear compressor in the early 2000s. LG designed
19 the linear compressor to be an energy-efficient replacement for the reciprocating compressor used
20 in many other refrigerators. Instead of the traditional, less efficient crank mechanism, which
21 converts rotary motion into reciprocating motion, LG's linear compressor uses a magnet and
22 springs to drive a piston motor.
23

24 60. LG's proprietary linear compressor refrigerators are important to its business and
25 are featured prominently in its public representations, including in advertisements and marketing
26 materials. LG represented in a November 24, 2014 press release that 10 million LG refrigerators
27 had been sold since 2001.⁸ According to LG:
28

⁷ See <https://www.kenmore.com/where-to-buy> (last visited September 15, 2023).

⁸ See <https://www.lgnewsroom.com/2014/11/10-million-homes-benefiting-from-lg-refrigerators->

1 In 2001, LG introduced the world's first refrigerator powered by an Inverter
2 Linear Compressor, continuing to improve the technology ever since LG's
3 technology employs a straight piston drive instead of a conventional
4 reciprocating drive, resulting in less internal friction than conventional motors.
5 This increases the refrigerator's reliability and durability while also generating
6 less noise while running. LG refrigerators featuring Inverter Linear Compressor
7 technology proved to be approximately 32 percent more energy efficient than
8 those equipped with conventional reciprocating compressors, contributing
9 significantly to lower electricity bills.

10 61. In the same release, LG touted that the LG refrigerators are "up to 25 percent
11 quieter" than refrigerators powered by reciprocating compressors.⁹ LG also touted the linear
12 compressor's reliability, stating that the component "reduced internal friction by 64.2 percent,
13 causing less wear to the refrigerator and helping it to achieve a 20-year-life-span, a first in the
14 industry."¹⁰

15 62. LG singled out the linear compressor in its public statements about its refrigerators:
16 "LG is so confident in its technology that the Inverter Linear Compressor has been covered under
17 a 10-year warranty since 2009, a first in the industry."¹¹

18 63. LG issued another press release on March 21, 2017 to mark the sale of its "15th
19 million refrigerator worldwide powered by its proprietary Inverter Linear Compressor"—which
20 LG characterized as "the appliance division's most successful core technology." In the same
21 release, LG projected that it would sell 4 million more units in 2017, or "an average of seven
22 refrigerators sold every minute." As in the 2014 press release, LG cited statistics concerning the
23 linear compressor's performance, claiming that it "delivers 55 percent better energy efficiency
24 and 15 percent less noise compared [to] its first-generation compressor."
25

26

27 [with-inverter-linear-compressor-technology/](https://www.lgnewsroom.com/2014/11/10-million-homes-benefiting-from-lg-refrigerators-with-inverter-linear-compressor-technology/) (last visited September 15, 2023).

28 ⁹ *Id.*

¹⁰ *Id.*

¹¹ See <https://www.lgnewsroom.com/2014/11/10-million-homes-benefiting-from-lg-refrigerators-with-inverter-linear-compressor-technology/> (last visited September 15, 2023).

64. Similar statements appear on LG’s website, on its product pages, on its YouTube Channels and social media pages. Some examples of the statements made by LG concerning the subject compressors and refrigerators are:

- “The cutting edge design and performance of LG Refrigerators is unmatched. Designed to last long, store more, and add style to your home, an LG Refrigerator keeps food cold and fresh in a space-saving and stylish unit.”¹²
- “LG provides reliable & state-of-the-art compressor and motors based on advanced technology that keep customers up to date with the latest part.”¹³
- “LG’s Inverter Linear Compressor is a critical component of every premium refrigerator and is considered a core technology behind the success of the company’s appliances. Unlike conventional rotary compressors that utilize circular motion, LG’s Linear Compressor converts linear motion into cooling power much more efficiently. This process reduces energy consumption and noise level compared to refrigerators with conventional motors.”¹⁴
- “Why LG Linear Compressors? LG Linear Compressor has higher efficiency and less efficiency variation. LG Linear compressor runs stable without causing noise. Fewer friction points reduce the noise level. LG linear compressor has better responsiveness of control.”¹⁵
- “With 20 years lifetime warranty, we are confident that our fridges are one of the most durable and reliable products available in the market.”¹⁶
- “Freshness, Energy Efficiency, Durability, Quiet.”¹⁷
- “LG’s Inverter Linear technology is designed only with essential parts, improving performance and durability.”¹⁸
- “LG is the first to add Linear Technology to its refrigerators, ensuring food stays fresher for longer.”¹⁹
- “10-Year Warranty – Peace of mind for 10-years with Inverter Linear

¹² See <https://www.lg.com/us/refrigerators> (last visited September 15, 2023).

¹³ See <https://www.lg.com/global/business/compressor-motor> (last visited September 15, 2023).

¹⁴ See <https://lgcorp.com/media/release/7242> (Press Release dated May 12, 2017) (last visited September 15, 2023).

¹⁵ See [https://www.lg.com/global/business/download/resources/CT00000308/LG_Leaflet_Linear_Compressor\[20201204_165059\].pdf](https://www.lg.com/global/business/download/resources/CT00000308/LG_Leaflet_Linear_Compressor[20201204_165059].pdf) (last visited September 15, 2023).

¹⁶ See <https://www.youtube.com/watch?v=5KZUJelwHZ4> (last visited September 15, 2023).

¹⁷ See https://www.youtube.com/watch?v=_lsrYCBPReE (last visited September 15, 2023).

¹⁸ See https://www.youtube.com/watch?v=_lsrYCBPReE (last visited September 15, 2023).

¹⁹ *Id.*

Compressor.”²⁰

- “The Linear Compressor, a core technology of LG, is quiet and efficient. Its unique direct transmission mechanism minimizes mechanical loss, thus saving energy, increasing durability and making less noise.”²¹
- “The innovative Linear Compressor, featured on LG refrigerators, helps to ensure a more consistent temperature inside your fridge, to help all your favorites stay fresh longer.”²²
- “The LG Inverter Linear Compressor has surpassed the 20-year lifespan test,” “the testing was conducted according to LG’s internal accelerated 20-year life-test protocol,” and that because of these purported results, “LG is so confident it backs the compressor with a 10 year warranty.”²³

65. Various misleading representations have also been made by Transform with regards to its Kenmore refrigerators and the LG refrigerators it sells. Some examples include:

- “Kenmore Elite 74022 French Door Bottom-Freezer Fridge—Keep Food Fresh and Accessible.”
- “Fresher Food Longer GeniusCool technology uses Digital Temperature Control, Multi Air Flow and Electronic sensors to keep all of your foods fresh. The linear compressor adjusts to quick temperature changes and a CleanFlow Air filter circulate air through a charcoal filter to eliminate odors and help maintain freshness.”
- “Multi-Air Flow freshness systems monitors and maintains ideal conditions inside the refrigerator to help keep your food fresh.”²⁴

66. Moreover, on the various LG and Kenmore refrigerators’ product webpages on Defendant Retailers’ websites, there are links to manufacturer LG’s website. As such, Defendant Retailers have incorporated by reference all relevant content on Defendant LG’s website,

²⁰ See <https://www.youtube.com/watch?v=Gzmxz2ocWw> (last visited September 15, 2023).

²¹ See <https://www.youtube.com/watch?v=XREmacrIZ-0> (last visited September 15, 2023).

²² See <https://www.youtube.com/watch?v=1T3kaHjwMJU> (last visited September 15, 2023).

²³ See https://www.lg.com/eg_en/home-appliances/coretech/refrigerator (last visited September 15, 2023).

²⁴ See <https://www.sears.com/lg-lrfs28xbs-27.7-cu-ft-3-door/p-A116901765> (last visited September 15, 2023).

including but not limited to statements made as to the durability of these refrigerators as listed in paragraphs 60 to 65 of this complaint. Below, are a few examples:

The image displays two screenshots of e-commerce websites. The top screenshot is from Best Buy, showing a product page for an LG refrigerator. The left sidebar contains a 'Specifications' table and a 'Features' section. The main content area shows a 'From the Manufacturer' section with a product image and a list of features. The bottom screenshot is from Costco, showing a product page for an LG refrigerator. The top navigation bar includes links for 'Product Details', 'Specifications', 'Manuals & Guides', 'Warranty & Services', 'Shipping & Returns', and 'Reviews'. The main content area features a large product image, a 'Member Only Item' badge, and a list of features.

Best Buy Screenshot:

Specifications

Voice Assistant Built-in	No
Product Height	70 1/4 inches
Product Width	35 3/4 inches
Height To Top Of Refrigerator (Without Hinges)	69 inches
Height To Top Of Door Hinge	70 1/4 inches
Depth Without Handle	28 7/8 inches

Features

Questions & Answers (43)

From the Manufacturer

From the Manufacturer

23 cu. ft. Smart Counter-Depth Refrigerator with Craft Ice™

- 23 cu. ft. Capacity
- Counter-Depth
- Door-in-Door®
- Full-Convert™ drawer with 5 temperature settings
- Dual Ice Maker with Craft Ice™
- ThinQ® Technology with ThinQ Care

Costco Screenshot:

LG 22.5 cu. ft. InstaView Door-in-Door Counter-Depth Refrigerator with Craft Ice

★★★★★ 4.5 (772) Write a review

Item 1401073 | Model LRMVC2306D

Product Details Specifications Manuals & Guides Warranty & Services Shipping & Returns Reviews

Product details have been supplied by the Manufacturer, and are hosted by a third party.

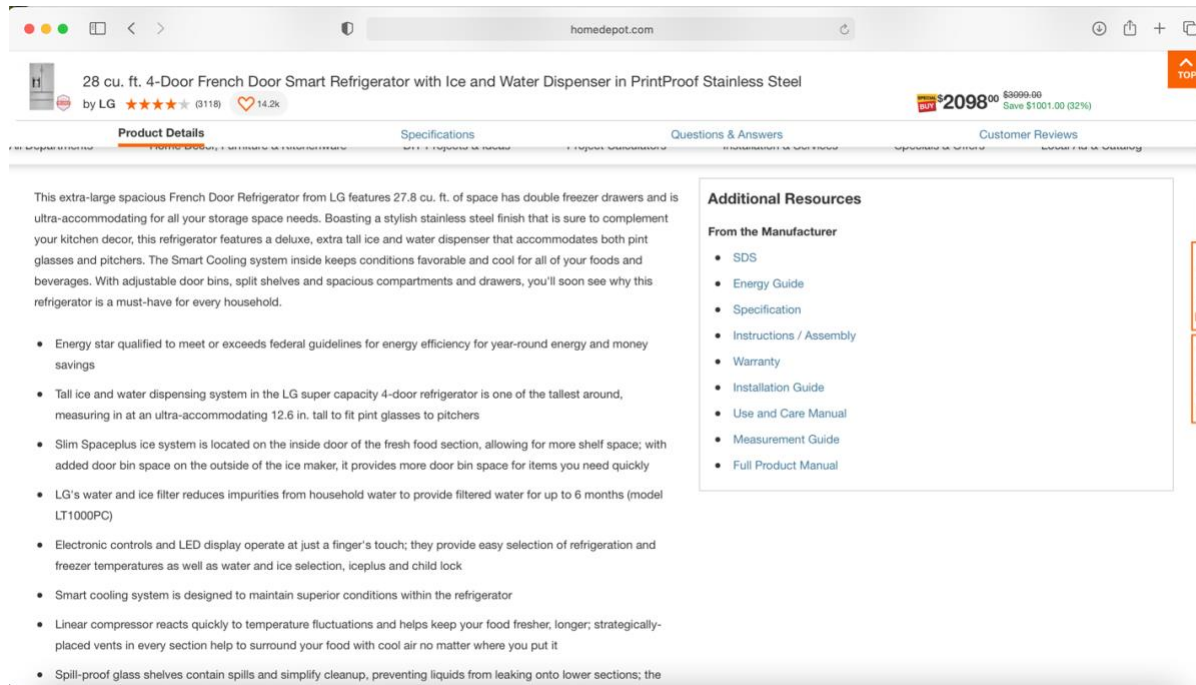
LG

23 cu. ft. Smart wi-fi Enabled InstaView™ Door-in-Door® Counter-Depth Refrigerator with Craft Ice™ Maker

- 23 cu. ft. Capacity
- Counter-Depth
- InstaView™ Door-in-Door®
- Full-Convert™ drawer with 5

Member Only Item

Stainless steel includes \$300 savings
Black stainless steel includes \$400 savings
Price valid through 9/27/23
[LG 26 cu. ft. Smart Counter-Depth MAX French Door Refrigerator with Four Types of Ice](#)



67. Additionally, beyond the statements made by LG which the Defendant Retailers incorporated by reference on their websites, each Defendant Retailer also attained, disseminated, and marketed other information about the lifespan and reliability of the subject refrigerators, including the compressors contained within them. Statements approved by LG and Transform (and its predecessor) and made by its authorized resellers also advertised the linear compressors and the refrigerators' overall functionality. These statements include the following:

- BEST BUY – (1) “Achieve the right chill. Vents and a linear compressor will keep temperature and humidity conditions at ideal levels inside the fridge.” (2) “Along with a linear compressor, dual evaporators and vents helps [sic] ensure food is constantly surrounded by cool air.”
- LOWES – (1) “Smart Cooling® system is designed to maintain superior conditions within the refrigerator. The Linear Compressor reacts quickly to temperature fluctuations and helps keep your food fresher, longer.” (2) “Smart Cooling System monitors and maintains temperature and humidity levels to help keep food fresh.”
- SEARS – “For fresher food longer, Kenmore and Kenmore Elite refrigerators with GeniusCool™ technology use Digital Temperature Control, Multi Air Flow

and electronic sensors to keep all of your food fresh while the linear compressor adjusts to quick temperature changes.”

- HOME DEPOT – (1) “Linear Compressor reacts quickly to temperature fluctuations and helps keep your food fresher, longer; strategically-placed vents in every section help to surround your food with cool air no matter where you put it.” (2) “Smart Cooling Plus System uses a fresh air filter, dual evaporator linear compressor, multi-air flow technology, digital sensors, and digital controls to keep your food at its freshest. . . .”
- COSTCO – (1) LG’s Smart Inverter Compressor controls the temperature of your refrigerator [sic] evenly, allowing your food to taste fresher, longer.” (2) “Multi-Air Flow Technology – Smart Cooling System – Inverter Linear Compressor – Smart Diagnosis”

68. Moreover, at the point of sale, many of the Defendant Retailers’ employees expressly discussed the new compressor technology contained in the LG and Kenmore refrigerators, and the extended lifespan and increased efficiency and reliability of these refrigerators, to market, sell and convince customers to purchase these refrigerators. Moreover, Defendant Retailers’ employees made representations about the linear compressors contained in the LG and Kenmore refrigerators and made representations to many of the Plaintiffs about the exceptional quality and durability of these refrigerators. At the point of sale, the Defendant Retailers’ employees represented to numerous Plaintiffs that the LG and Kenmore refrigerators were best-selling refrigerators, priced at a premium due to their outstanding quality and durability. At the point of sale, the Defendants Retailers’ employees attributed the exceptional quality and durability of the LG and Kenmore refrigerators to this new linear compressor technology innovated by LG. These representations made by the Defendant Retailers were intended to influence Plaintiffs to purchase these faulty refrigerators when, in reality, Defendants have been well aware of the systemic compressor failures of these refrigerators, and therefore have engaged in making misrepresentations to consumers merely to make sales and profit from unknowing consumers.

B. The Defect Manifests in the Kenmore and LG Refrigerators

69. LG and Kenmore’s linear compressors have caused consumers problems for many years. When an LG or Kenmore compressor fails, the refrigerator warms and the perishables within it spoil. In fact, as a result of this spoilation, customers have lost thousands of dollars worth of foods/beverages, and at times medication, and have had to face the risk of ingesting spoiled or otherwise unsafe food, which can cause serious illnesses.

70. LG and Kenmore’s linear compressors contain an intake valve—where refrigerant enters—and a discharge valve—where refrigerant exists. These valves are responsible for regulating and controlling the flow of refrigerant through the compressor.

71. LG and Kenmore’s linear compressors work in close connection with another important component, called the evaporator. The evaporator is where heat transfer takes place. Together, the compressor and evaporator are essential components for cooling. Before refrigerant enters the compressor, it flows through the evaporator. The evaporator absorbs heat from the interior of the refrigerator and into the refrigeration system. This process causes the refrigerant to vaporize, and the vaporized refrigerant is then sent through the compressor.

72. As used herein, “compressor defect” refers to the defective nature of the linear compressor and related parts, including the evaporator, in the refrigerators.

73. The tubing of the evaporator in the refrigerators is defective and prone to corrosion and pitting from ordinary usage. Pin-holes develop in the evaporator tubing, which cause leaks and allow atmospheric air to enter. Because of the air leakage, the refrigerant that passes from the evaporator to the condenser generates excess pressure that stresses the compressor and contaminates oil in the compressor.

74. The compressor’s components are defective and incapable of withstanding the additional pressure, resulting in failure. Typically, the weakest component of the compressor—the discharge valve—is the first to fail.

75. Once the compressor in a Kenmore or LG refrigerator fails, even if a repair is performed, the refrigerator remains substantially certain to fail again within a few years.

1 76. LG and Kenmore's linear compressors are thus inherently defective—and the
2 defect inevitably manifests. Kenmore and LG nevertheless have responded to warranty claims by
3 attempting futile repairs, and at times failing to even render repairs by ignoring customers'
4 complaints or claiming that the warranty period has passed. As a result, consumers have been left
5 without a refrigerator for months while they wait for service, and many have experienced repeated
6 failures, forcing them to dispose of their new refrigerators or spend hundreds, if not thousands, on
7 repair costs.

8
9 **C. Defendants' Knowledge of the Compressor Defect**

10 77. Many complaints of malfunctioning refrigerators, dating back a decade, have been
11 made directly to LG, Transform (and its predecessor) and all Defendant Retailers on their
12 websites and on social media pages that Defendants regularly monitor. Consumers, including
13 Plaintiffs in this action, have contacted LG, Transform and all Retailer Defendants numerous times
14 by telephone, e-mail and text message and put them on notice of the defective compressors
15 contained within these LG and Kenmore branded refrigerators. Additionally, consumers have left
16 reviews on Defendants' websites, have posted on social media accounts of Defendants and have
17 even complained to their own State's Attorney General's office about the unlawful practices of
18 Defendants LG and Kenmore in selling defective products in the market. Just a few examples of
19 hundreds of reviews left regarding these refrigerators on Defendants' websites, which include
20 responses from Defendant LG, establishing that Defendants were on notice of these defects, are as
21 follows:²⁵

22
23 ²⁵ See, e.g., [https://www.homedepot.com/p/LG-28-cu-ft-4-Door-French-Door-Smart-](https://www.homedepot.com/p/LG-28-cu-ft-4-Door-French-Door-Smart-Refrigerator-with-Ice-and-Water-Dispenser-in-PrintProof-Stainless-Steel-LMXS28626S/302253240)
24 [Refrigerator-with-Ice-and-Water-Dispenser-in-PrintProof-Stainless-Steel-](https://www.homedepot.com/p/LG-28-cu-ft-4-Door-French-Door-Smart-Refrigerator-with-Ice-and-Water-Dispenser-in-PrintProof-Stainless-Steel-LMXS28626S/302253240)
25 [LMXS28626S/302253240](https://www.homedepot.com/p/LG-28-cu-ft-4-Door-French-Door-Smart-Refrigerator-with-Ice-and-Water-Dispenser-in-PrintProof-Stainless-Steel-LMXS28626S/302253240);
26 [https://www.sears.com/kenmore-73315-30.5cu-ft-french-door-refrigerator-stainless/p-](https://www.sears.com/kenmore-73315-30.5cu-ft-french-door-refrigerator-stainless/p-A084330105)
27 [A084330105](https://www.sears.com/kenmore-73315-30.5cu-ft-french-door-refrigerator-stainless/p-A084330105);
28 [https://www.costco.com/lg-27-cu.-ft.-4-door-french-door-refrigerator-with-](https://www.costco.com/lg-27-cu.-ft.-4-door-french-door-refrigerator-with-smartdiagnosis.product.100711321.html)
[smartdiagnosis.product.100711321.html](https://www.costco.com/lg-27-cu.-ft.-4-door-french-door-refrigerator-with-smartdiagnosis.product.100711321.html);
[https://www.lowes.com/pd/LG-Smart-Wi-Fi-Enabled-27-8-cu-ft-4-Door-French-Door-](https://www.lowes.com/pd/LG-Smart-Wi-Fi-Enabled-27-8-cu-ft-4-Door-French-Door-Refrigerator-with-Ice-Maker-Fingerprint-Resistant-Stainless-Steel-ENERGY-STAR/1000297793)
[Refrigerator-with-Ice-Maker-Fingerprint-Resistant-Stainless-Steel-ENERGY-](https://www.lowes.com/pd/LG-Smart-Wi-Fi-Enabled-27-8-cu-ft-4-Door-French-Door-Refrigerator-with-Ice-Maker-Fingerprint-Resistant-Stainless-Steel-ENERGY-STAR/1000297793)
[STAR/1000297793](https://www.lowes.com/pd/LG-Smart-Wi-Fi-Enabled-27-8-cu-ft-4-Door-French-Door-Refrigerator-with-Ice-Maker-Fingerprint-Resistant-Stainless-Steel-ENERGY-STAR/1000297793);

homedepot.com

28 cu. ft. 4-Door French Door Smart Refrigerator with Ice and Water Dispenser in PrintProof Stainless Steel
by LG ★★★★★ (3116) 14.2k

Product Details Specifications Questions & Answers Customer Reviews

★ ★ ★ ★ ★ Aug 1, 2022

Don't Buy!
This unit has a faulty compressor with a defective connector that LG is well aware of. Our freezer stopped making ice within 6 months. A few months later we got an error code that indicated low coolant and lost all the food in our freezer. Our repair person spoke to LG's parts department, who informed him that the unit has been recalled because it literally cannot be repaired. The only redeeming factor here is that LG gave us a full refund.

by LDNew

Response from LGAnswers Hide
Aug 2, 2022
Duly noted. We are disappointed to see that this happened, and we want to thank you for taking the time to share your experience with us. We hope to learn from this and strive for continuous improvement. ^Jennifer

Helpful? 13 found this review helpful

★ ★ ★ ★ ★ Jul 6, 2021

LG Fridge less than a year old failed
This LG refrigerator was less than a year old failed. At 4 months the ice maker started having issues, then the compressor went out at 10 months. No, the warranty doesn't cover this. Grrrr. We lost a ton of food. So disappointed. Still waiting for a part to come in. We are 2 weeks out!

by Gwen

sears.com

★ ★ ★ ★ ★ 1 **What a Lemon!**

I bought this 4 years 4 months ago & it's been a headache. It suddenly stopped cooling or freezing (the compressor went out), everything in the freezer melted, & I had enough so replaced with another brand. I have many LG products but will never buy an LG refrigerator again. Previous to this, there were 2 instances where I replaced the water filter & the connection went bad, flooding my fridge as I went to purge the line. I had to replace the line twice! The drop down shelf is annoying; it drops down all by itself sending anything on the shelf flying. I had to jam tie downs under the shelf to stabilize & turned it into a stationary shelf. I don't know if all LG fridges are this bad or I just bought a lemon, but I'm done!

Submitted 2 months ago
By Nurse Carla
From Redlands, CA
Verified Reviewer
Reviewed at LG.com

Keep shelf stabilized

Was this review helpful to you? 5 0 Flag this review

★ ★ ★ ★ ★ 1 **PIECE OF JUNK LIKE LG CUSTOMER SERVICE**

CROOKS AND LIERS. BEEN TRYING TO GET THIS 4 YEAR OLD FRIDGE REPAIRED FOR 7 WEEKS. NOBODY WILL WORK ON IT. LG KEEPS SAYING NEXT WEEK ON A REFUND. MORE THAN 30 CALLS. JUST LIERS AND CROOKS. NEVER AGAIN.

Submitted 4 months ago
By JUNK BY LG THE WORST
From OKLAHOMA
Verified Buyer
Reviewed at LG.com

Was this review helpful to you? 6 1 Flag this review

★ ★ ★ ★ ★ 1 **The worst!**

I bought this fridge 5 years ago and it doesn't even work. Had to buy a new one. It was awful and I will NEVER buy LG again. I am so upset with how much money I spent and the experience I have had.

Submitted 4 months ago
By Fridge02
From Pikeville, KY
Verified Buyer

<https://www.bestbuy.com/site/reviews/lg-24-5-cu-ft-french-door-smart-refrigerator-with-external-tall-ice-and-water-stainless-steel/6360730?variant=A&skuId=6360730&rating=1> (last visited September 15, 2023).

costco.com

LG 27 cu. ft. 4-Door French Door Refrigerator with SmartDiagnosis

★★★★★ 4.5 (828) Write a review

Item 1504833 | Model LMWS27626S

Sign In to See Price

Set Delivery ZIP Code

Product Details Specifications Manuals & Guides Warranty & Services Shipping & Returns Reviews

1-8 of 15 Reviews

Sort by: Most Relevant

Active Filters

1 star Clear All

★★★★★ iamhere · 2 years ago Verified Purchaser

DO NOT BUY AN LG FRIDGE WITH A LINEAR COMPRESSOR

My LG refrigerator failed 90 days after delivery. I contacted Costco 3 days later once I understood why the product failed. The linear compressor is a known problem and there was a class action lawsuit against LG that LG lost. Costco buyers had to know this and knowing are selling a defective product. I was told by a repair person that it would fail again after repair. Costco customer service and team leadership would not take the LG refrigerator back even though it failed 90 days after delivery. I am a very unhappy customer at this point. Forget all the 5 star reviews. If you buy an LG refrigerator with a linear compressor, it will fail.

Recommends this product X No

Helpful? Yes · 63 No · 2 Report

lowes.com

LG 27.8-cu ft 4-Door Smart French Door Refrigerator with Ice Maker (Fingerprint ...) **\$2,099.00** Add to Cart

Shop LG ★★★★★ 1902

Overview Specifications Product Features Compare Reviews Q&A Protection Plans

★★★★★ 1 out of 5

174 Reviews

5 Star 58% 4 Star 22% 3 Star 7% 2 Star 4% 1 Star 9%

X Clear Rating Filter

Write a Review

1% Recommend this product

defective compressor, LG does not back products

★★★★★ X Would Not Recommend

Nia1
December 9, 2022

I bought the predecessor of this fridge in April, 2018, and the compressor has been out now for over a week so that the unit does not cool at all. LG had to settle a class action suit over their compressors and is liable for the repair but has blocked my efforts to get it done while not getting me an appointment before January. I have gone to every level of their customer "care," but I still do not have a working refrigerator, nor do I have a workable plan from LG. Look at reviews and on their o...

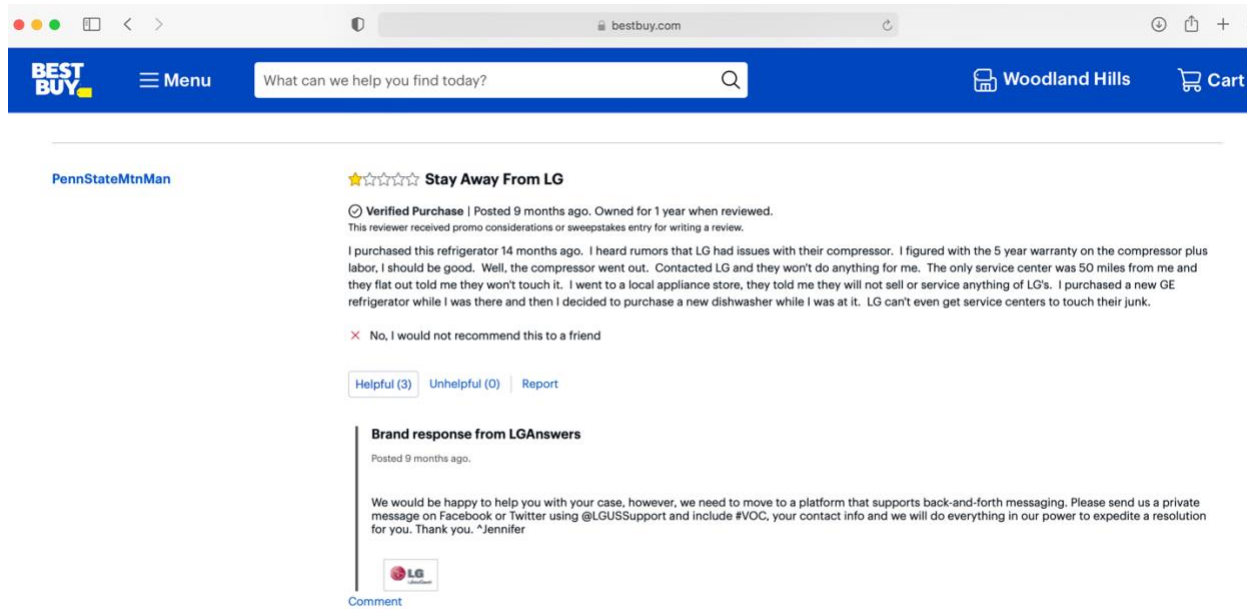
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Like (0) | Comment (0) | Reply (1) | Report

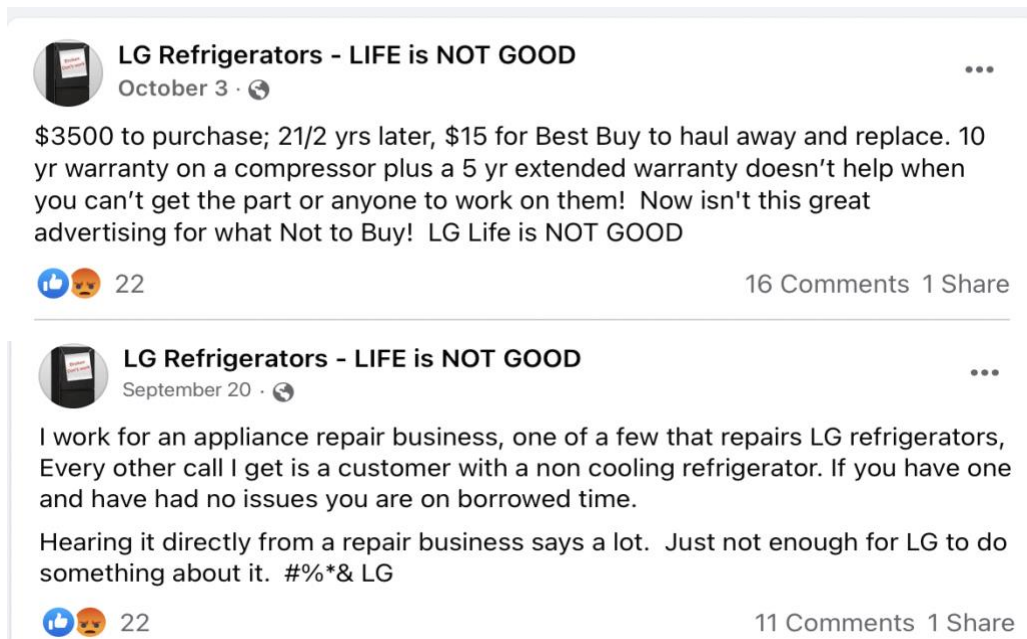
↳

We would be happy to help you with your case, however, we need to move to a platform that supports back-and-forth messaging. Please send us a private message on Facebook or Twitter using @LGUSupport and include #VOC, your contact info and we will do everything in our power to expedite a resolution for you. Thank you. ^Jennifer

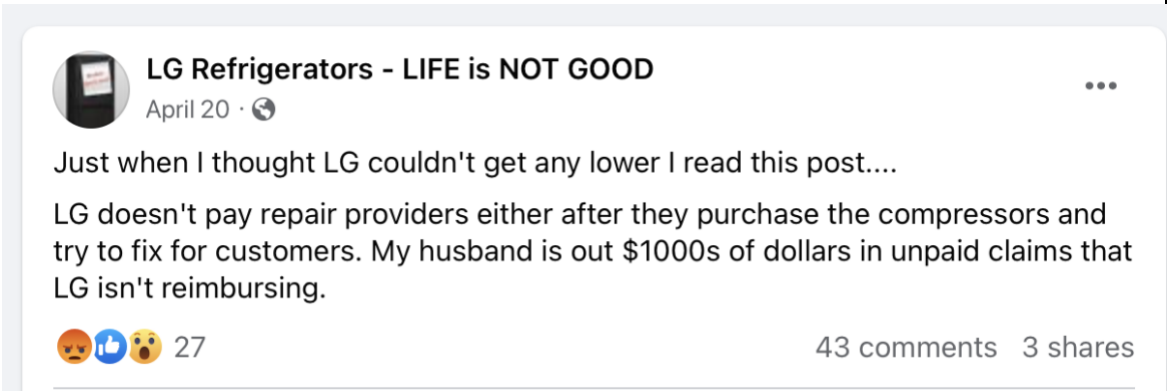
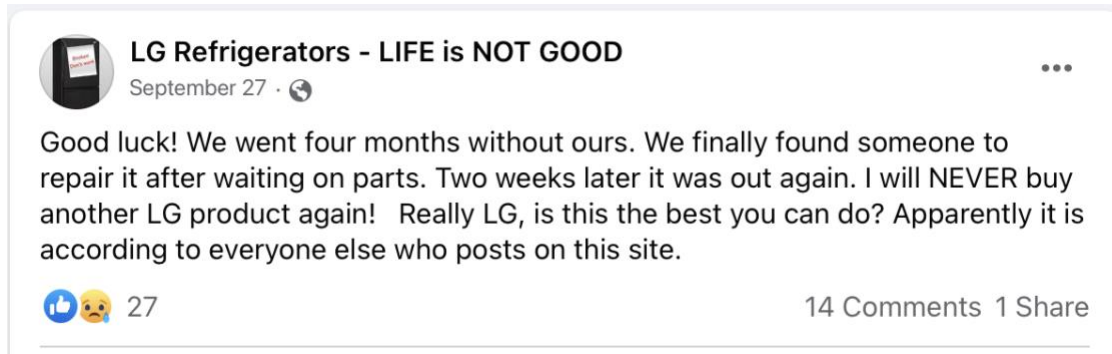
LGAnswers
December 13, 2022



78. In fact, aggrieved consumers have even formed multiple Facebook groups, including one called “LG Refrigerators – Life is NOT good” which has over 2,200 followers and contains numerous accounts of consumers who experience LG and Kenmore refrigerator compressor failure. Below, are just a few examples of hundreds of said accounts.²⁶



²⁶ See <https://www.facebook.com/LgRefrigerators/> (last visited September 15, 2023).



79. As evidenced above, consumers, including Plaintiffs, have for many years made innumerable daily complaints to Defendants, including each Retailer Defendant in-person, by telephone and by written communication.

80. Moreover, Defendants have no doubt had exclusive and direct knowledge of the scale of the compressor problems not only from their communications with their complaining customers but also from communications with their authorized repair personnel, who have been inundated by repair requests for years.²⁷

81. Based on Plaintiffs' experiences, when they contacted various appliance repair personnel, many repair technicians outright refused to work on LG and Kenmore refrigerators due to their knowledge that the refrigerators were defective, their inability to warrant their work and the expectation that any replaced LG compressor would fail again given its inherent defect, making the repair personnel potentially liable and prone to lose credibility.²⁸ When Plaintiffs

²⁷ See <https://kutv.com/news/get-gephardt/pandemic-of-dying-lg-fridges-has-log-jammed-repair-workers> (last visited September 15, 2023).

²⁸ *Id.* ("Knight says she called repairman after repairman and, as soon as she told them her fridge is an LG, she says they each told her they were months out or that they don't work on LGs

1 were able to secure appliance repair personnel, on many occasions it was certified LG service
2 companies, which directly report the issues to LG and *may* get reimbursed for their work by LG
3 or other Defendants.²⁹

4
5 82. Notably, many Plaintiffs were told by LG certified repair companies, hired and
6 sent by LG, that they would have to pay out of pocket for the repair costs on the day of the repair,
7 and then would have to pursue a refund from LG, because LG has not been paying the repair
8 technicians it hires and as such, they were not willing to make repairs without being paid on the
9 day of. These LG hired technicians stated to Plaintiffs that unless Plaintiffs paid them on the day
10 of service, they would not service and repair the refrigerator despite having been hired by LG.
11 Having no other choice, many Plaintiffs agreed to pay the repair costs to the LG hired technicians
12 with the hopes of getting back their money from LG. However, LG has not refunded Plaintiffs
13 the money which Plaintiffs were not supposed to pay for in the first place.

14 83. The oversized inundation of repair requests of LG compressors is well-known by
15 Defendants, as it documented and dates to several years ago, having been characterized as an
16 outsized “national” and “pandemic” failure.³⁰ Defendants have known that LG compressors
17 within the refrigerators fail “significantly more [than other brands].”³¹ In response to negative
18

19 anymore....Worse, LG problems were starting to hurt his brand because customers were
20 beginning to associate their fridges dying with Appliance Service by Paul, he said.”).

21 ²⁹ *Id.* (“Appliance Service by Paul was among the service companies who turned Knight down in
22 her quest for fridge repair. Dodge says Appliance Service by Paul was a certified LG service
23 company for many years but, after months of frustration, he told LG his company is done working
24 on LGs. ‘We’re just getting buried in it,’ he said...Worse, LG problems were starting to hurt his
25 brand because customers were beginning to associate their fridges dying with Appliance Service
26 by Paul, he said. Worst, when his team would go out and fix fridges for LG, Dodge says he
27 struggled to get LG to reimburse his company. ‘They’ve taken months to even pay us the claims,’
28 he said.”).

³⁰ *Id.*

³¹ *Id.* (“Appliance Service by Paul technician Tyler Murphy showed Get Gephardt a pile of about
50 bad LG fridge compressors, as well as photos showing they have repaired dozens more.
Murphy says those compressors are from service calls over a period of just a couple of months.

‘It’s significantly more [than other brands],’ Murphy said. ‘The other brands, we maybe replace a
couple compressors a month.’”).

1 news reports dating back years, which outlined the systematic failure of the LG compressors
2 within the refrigerators and the customers' inability to get the issues resolved, LG even publicly
3 recognized the need to hire more authorized repair personnel to address the litany of defective
4 LG compressors by saying that it was hiring "more LG technicians to assist customers quickly
5 and effectively."³²
6

7 84. Furthermore, many consumers, including many of the Plaintiffs in this action, have
8 been told by Defendants LG and Transform's *own* authorized repair personnel that the issue with
9 the dying compressors is one that "happens all the time." Defendants LG and Transform's *own*
10 authorized repair technicians have also advised many of the Plaintiffs that even if they replace the
11 old compressor with a brand new one, the maximum expected life of the new compressor is no
12 more than two-years, as the replacement compressor is also defective. Moreover, Defendants LG
13 and Transform's *own* authorized repair technicians have also stated to many of the Plaintiffs that
14 on average they replace a minimum of two of these faulty compressors a day, and one Plaintiff
15 was even told by Defendants' *own* authorized repair personnel that he has replaced over 2000
16 defective compressors in the last four years. This number is vastly greater than repairs to any
17 other type of compressor and refrigerator.
18

19 85. Defendant Retailers have also had knowledge of the defective compressors
20 contained in these refrigerators as they have known about the high rate of customers' attempts to
21 return these refrigerators as Defendant Retailers independently track this information. Each of the
22 Retailer Defendants has detailed product information management systems, that track the sales,
23 returns and profitability of products. This allows each Retailer Defendant to possess knowledge
24 about the LG and Kenmore refrigerators' rate of returns and customer complaints. Many of the
25 Defendants, including Transform, Costco and Lowe's, also market and sell their own extended
26 warranty policies when the purchase of an appliance is made.
27

28 ³² *Id.* ("The problem was LG's poor design of products and lack of support for both the service company and the consumer,' [a LG authorized repair service] added. 'We have NOTHING to do with the national failure of these products.'").

1 86. Retailer Defendants also have their own return policies and individualized systems
2 to recall certain defective products. The Retailer Defendants extend these services and safeguards
3 to their customers, irrespective of a manufacturer's policy. Given their singular tracking systems
4 and specific interactions with consumers, the Retailer Defendants possess superior knowledge
5 about defective products they sell directly to customers. Here, in addition to this personalized
6 information, the Retailer Defendants were also aware of the prior lawsuits filed against Defendant
7 LG (for its LG and Kenmore refrigerators), because of their ongoing relationships with Defendant
8 LG.
9

10 87. Moreover, multiple lawsuits have been filed since 2012 which have placed not just
11 LG and Transform, but all Defendants on notice of the widespread failures of these Kenmore and
12 LG refrigerators containing the defective compressors. In fact, this is even more clear by the fact
13 that in the prior class action lawsuits against LG regarding its refrigerators containing faulty
14 compressors, some, if not all, of the Retail Defendants were subpoenaed, leaving no doubt that
15 they had full knowledge of the pressing and ongoing issues with the LG and Kenmore
16 refrigerators they have been selling to customers. Nonetheless, and despite their knowledge, these
17 Retail Defendants continued to sell and profit from these faulty refrigerators at the expense of
18 their unknowing consumers.
19

20 88. Furthermore, multiple technicians from various refrigerator repair companies
21 which Plaintiffs have contacted in order to repair their LG or Kenmore model refrigerators have
22 stated to Plaintiffs that they specifically do not repair LG and Kenmore refrigerators because of
23 the high rate of compressor failures and LG and Kenmore's failure to adequately respond to the
24 problem by providing non-defective parts for repairs. The fact that technicians are not willing to
25 work on these branded refrigerators has made it even more difficult on Plaintiffs and the class
26 members who wish to have their refrigerators repaired in order to continue using them, given the
27 high cost of purchasing a new refrigerator.
28

 89. Additionally, multiple technicians who do work on LG and Kenmore refrigerators
have advised Plaintiffs and the class members that at times they replace up to 5 to 10 LG and

1 Kenmore compressors per day given the high rate of compressor failures in LG and Kenmore
2 branded refrigerators. This number is vastly greater than repairs to any other type of compressor
3 and refrigerator. Some of these technicians have been in contact with LG and Kenmore
4 specifically about the compressor failures, and in order to obtain the necessary replacement parts.
5 Many of these technicians are also LG authorized service personnel, and, consequently, report
6 directly to LG with respect to all LG repair requests. These LG authorized service personnel also
7 request and obtain reimbursement for certain repairs of LG compressors. Almost all of these
8 technicians have further advised those Plaintiffs who had their compressors replaced that the
9 replaced compressor will likely fail, and their refrigerator will stop cooling again within a few
10 months. Many of them have suggested that Plaintiffs purchase other branded refrigerators as
11 another compressor failure is imminent.
12

13 90. Finally, LG and Transform have gained direct knowledge of the compressor
14 defects through their role as designer and manufacturer of the compressor products at issue.

15 **D. Inadequate Warranty Service**

16 91. Many of the consumers who experienced this defect have voiced frustration
17 with LG's warranty service and the warranty service of its authorized sellers and repair providers.
18 Despite being aware of the defect, LG and Transform replace defective parts with defective parts,
19 exposing customers to repeat failures. They also charge customers hefty amounts for labor costs
20 associated with replacing the compressor part, even if they provide the new (also defective)
21 compressor free of charge. Moreover, in the case of Kenmore refrigerators, many customers,
22 including many of the Plaintiffs, had to pay out of pocket for both the cost of a new compressor
23 and the labor associated with replacing it, as they were told by Transform that there is no warranty
24 on the compressor part, given Kenmore's one-year warranty on parts, despite
25 Plaintiffs/consumers having had purchased the refrigerators less than three years prior.
26

27 92. Defendants also require consumers to wait for weeks, and at times several months,
28 for overwhelmed repair providers to obtain a replacement compressor and attempt the repair,
leaving customers with no refrigerator for many weeks and forcing them to 1) have to live out of

1 small coolers; 2) spend money on fast food in order to be able to survive; and in many cases 3)
2 putting them in a financially dire situation by forcing them to purchase another refrigerator for
3 thousands of dollars while they wait for their previous one to be repaired, as many, including the
4 elderly and families with young children, cannot survive without a working refrigerator.
5

6 93. Moreover, hundreds, if not thousands of repair technicians around the country,
7 refuse to work on LG and Kenmore branded refrigerators, leaving customers with no choice but
8 to 1) use LG and Transform's own technicians which charge exponentially higher fees for
9 diagnostic fees, compressor parts and labor fees; or (2) have no choice but to throw out their
10 refrigerators, that are no more than a few years old, refrigerators because local repair technicians
11 refuse to work on their refrigerator, LG and Transform charge much higher fees for repairs and
12 will not honor their warranties and repair the refrigerators they sold, there are no LG and
13 Transform technicians around them in their area and none are willing to travel to them, at bottom,
14 any repair will be temporary, at best, because the replacement part is equally defective.
15

16 94. Further, until 2018 LG required consumers, after the first year of ownership, to
17 pay for the labor associated with replacing the defective compressor. LG covered only the cost of
18 replacement parts. Such costs generally range from \$200 to over \$1,000. For LG refrigerators
19 purchased after January 1, 2018, LG allegedly covers parts for ten years and parts and labor for
20 five years, however, despite these extended warranties, multiple customers, and many of the
21 Plaintiffs in this action, have complained that Defendants *have not* repaired their Refrigerators
22 and have refused to cover the labor costs.

23 95. Regardless of whether LG and/or Transform pay some costs for some consumers,
24 its warranty performance, and the warranty performance of its authorized agents, is deficient.
25 Plaintiffs and class members uniformly overpaid for their Kenmore and LG refrigerators because
26 of the defective compressor contained within them, and those who experienced the defect have
27 been left without a refrigerator while waiting for LG and/or Transform to potentially diagnose the
28 problem and arrange for repairs, though in many cases it fails to do so even if there is a "warranty"
coverage. Moreover, customers have lost thousands of dollars in foods/beverages, and at times

1 medication, that have been spoiled as a result of these failing refrigerators, and many have
2 suffered additional damages by way of damage to their property as a result of the melting of the
3 food which has caused water damage to their kitchens' flooring and cabinets.
4

5 96. Additionally, Transform has used its deceptive conduct of continuing the sale of
6 these faulty refrigerators to make additional money by taking advantage of its customers, who paid
7 thousands of dollars for refrigerators they believed would last them years to come, by offering
8 them and selling them its appliance insurance at the time that its technicians are requested by a
9 customer. In fact, Transform deceives its customers by selling them refrigerators with faulty
10 compressors, and then when the refrigerator breaks down a short time later, Transform offers its
11 customers its appliance insurance which costs \$49.99 a month and requires a commitment of at
12 least one-year, and in return, if a customer signs up, gives them a \$150.00 discount on repair costs
13 that they have to pay to fix their refrigerators. Thus, many customers who are left with no choice
14 but to pay for the repair costs of their refrigerators, agree to sign up for this "insurance" given that
15 1) they will receive a \$150.00 discount off of their Kenmore and LG repair costs, and 2) many of
16 these customers are, correctly, told by Transforms' technicians that the newly installed compressor
17 in the Kenmore and LG refrigerators may fail again after a short amount of time. Therefore, many
18 of these customers sign up for this "appliance insurance" in order to protect themselves from the
19 additional compressor failures that are no doubt going to happen in the future.
20

21 97. Similarly, other Defendant Retailers market and sell their own extended warranties
22 to customers at the time of purchase of these refrigerators, and offer services such as delivery and
23 installation, as well as costly repair services, profiting from these customers' purchase of the
24 refrigerators. In fact, several of the Plaintiffs in this action paid for and purchased extended
25 warranties through the respective Defendant Retailers they purchased their LG or Kenmore
26 refrigerator from. To date, Defendants have not implemented an effective remedy for those who
27 suffer the compressor defect, and instead continue to profit from the sale of these defective
28 refrigerators, the extended warranties they offer as well as the additional costly services they
offer, including delivery, installation and repair services.

E. Allegations Made by All Plaintiffs

In-Store Purchases

98. Each of the Plaintiffs who made an in-store purchase looked at a sample model of the refrigerator they were going to purchase, saw promotional material for the refrigerator at the retail store they visited, and prior to purchase, was provided information about the subject LG or Kenmore refrigerator by the Defendant Retailers' employees. The information provided to each of the Plaintiffs who made an in-store purchase portrayed the refrigerators as high quality, fully functional and extremely durable. Furthermore, Plaintiffs who purchased their refrigerators in person at Sears, Lowe's, Costco, Best Buy and Home Depot, were told by employees of Retailer Defendants that these LG and Kenmore branded refrigerators were of top quality, very durable and highly recommended. At no point in time prior to purchasing the refrigerators, nor after purchasing each respective refrigerator, were any of the Plaintiffs advised by any of the Defendants or their employees, nor were any disclosures made, that each of these refrigerators purchased by Plaintiffs was defective and prone to compressor failure.

99. Furthermore, at no point in time prior to or after the purchase of the subject refrigerators in-store, was a disclosure of an arbitration clause or class action waiver made to any of the Plaintiffs. Plaintiffs did not see any Notice of Arbitration inside or on any of the models displayed in the retail stores, including at Sears, Lowe's, Costco, Best Buy or Home Depot. Indeed, Plaintiffs allege that the display refrigerators they inspected at the Defendant Retailers' stores did not contain any Notice of Arbitration inside or on the refrigerator. Further, Plaintiffs attest that at all times leading up to and after the sale of the refrigerator, the manufacturer's Notice of Arbitration insert was inaccessible for them to inspect or review as it was missing. Similarly, Plaintiffs did not see any refrigerator boxes on display at the Defendant Retailers' stores. Indeed, Plaintiffs allege that the manufacturer's boxes containing the refrigerators were not accessible to any customer shopping at the Defendant Retailers' stores. Further, Plaintiffs attest that at all times leading up to and after the sale of the refrigerator, the manufacturer's box was not only inaccessible to them but also not available for them to inspect or examine. Furthermore, no statements regarding arbitration were made or disclosed by any of Defendants' employees to any

1 of the Plaintiffs prior to or after Plaintiffs made their purchase. These facts are further confirmed
2 by photos taken of LG branded refrigerators at some of the Defendant Retailers' stores in
3 September 2023 which showcase that no Notice of Arbitration is attached outside or inside these
4 refrigerators, and that there are no refrigerator boxes on display at these stores.
5

6 Photos taken of an LG refrigerator at a Home Depot in Los Angeles, California in
7 September 2023:





Photos taken of a LG refrigerator at a Best Buy in Los Angeles, California in September 2023:





100. None of the Plaintiffs had knowledge of the alleged arbitration clause or class action waiver when they purchased the refrigerator, when they had it installed, or when they began using it.

Online, Open-Box, or Used Purchases

101. Each of the Plaintiffs who made an online, open-box or used purchase of LG and Kenmore branded refrigerators, looked at promotional online material made available by Defendants on their various websites, through videos, and on their various social media pages. The information provided online to each of the Plaintiffs who made an online purchase portrayed the LG and Kenmore branded refrigerators as high quality, fully functional and extremely durable. At no point in time prior to purchasing the refrigerators, nor after purchasing his/her respective refrigerator, were any disclosures made, online or otherwise, that each of these refrigerators purchased by Plaintiffs was defective and prone to compressor failure.

102. Moreover, the product listings online on Defendants' various websites did not include any reference to an arbitration agreement or class-action waiver, nor had any pictures of the manufacturer's product box, Notice of Arbitration insert or any arbitration notice. This is confirmed by the fact that even as of the date of filing of this Fourth Amended Complaint, there are no images showing these refrigerators' manufacturer boxes or any Notice of Arbitration inside or outside these refrigerators, on the product listing pages on the Defendant Retailers' websites.³³

103. Furthermore, it is undisputed that Plaintiffs who made open-box purchases or purchased used LG or Kenmore branded refrigerators did not have access to the manufacturer's box, Notice of Arbitration inserts or even manual that came with the refrigerators they purchased.

³³ See <https://www.kenmore.com/products/kenmore-73105-27-9-cu-ft-french-door-smart-refrigerator-active-finish-stainless-steel/>; <https://www.lowes.com/pd/LG/5014123647>; <https://www.costco.com/lg-26-cu.-ft.-smart-counter-depth-max-french-door-refrigerator.product.4000103974.html>; <https://www.bestbuy.com/site/lg-22-5-cu-ft-4-door-french-door-counter-depth-refrigerator-with-door-in-door-and-craft-ice-stainless-steel/6397168.p?skuId=6397168>; <https://www.homedepot.com/p/LG-28-cu-ft-4-Door-French-Door-Smart-Refrigerator-with-Ice-and-Water-Dispenser-in-PrintProof-Stainless-Steel-LMXS28626S/302253240> (last visited September 15, 2023).

Delivery and Installation

104. Each refrigerator that was delivered and installed at Plaintiffs' residences, regardless of whether the purchase was made online or in-store, was taken out of the box by the installers prior to being brought into each Plaintiff's house. This was the case as it was each Defendants' policy to dispose and haul away the manufacturer's box, packaging and other related items, and to ensure proper installation and function of the newly purchased refrigerator. Indeed, the Retailer Defendants, by way of their delivery and/or installation personnel, installed the subject refrigerators, removing them out of their manufacturer box even before the item was brought in the residence, and disposed or hauled away the manufacturer's box, packaging and other related items. This is customary and how the Retailer Defendants provide appliance delivery and installation to customers, and is in fact confirmed by each of the Retailer Defendants on their respective websites:

- COSTCO – "Our delivery team will: . . . Connect new appliance(s) to existing home utilities and test for proper operation. . . Remove all packaging materials from your home"³⁴
- SEARS – "Our deliver team will. . . Connect delivered appliances to existing home utilities per the "Product-Specific Guidelines" supplied by the manufacturer or by Sears. . . Remove Packing materials from the delivery premises."³⁵
- LOWE'S – "Delivery includes: . . . Connection of appliance to existing water source and ice maker or ice and water dispenser connection (if applicable). . . Unboxing and Inspection of your appliance . . . Removal of Packaging from your home. . . Level and Test of the appliance to ensure it's connected properly"³⁶
- HOME DEPOT – "Safe Setup – The delivery team will uncrate, set in place, level and connect your appliance – The team will test the appliance for functionality and inspect it for damage - Clean Removal – The delivery team will dispose of all new appliance packaging."³⁷

³⁴ See

https://customerservice.costco.com/app/answers/GuidedAssistant/a_id/1001246/loc/en_US/g_id/122 (last visited September 15, 2023).

³⁵ See https://www.sears.com/en_us/customer-service/shipping-delivery-returns/delivery.html (last visited September 15, 2023).

³⁶ See <https://www.lowes.com/l/help/appliance-delivery-haulaway> (last visited September 15, 2023).

³⁷ See https://www.homedepot.com/c/Appliance_Delivery_Installation?mtc=SHOPPING-RM-

- BEST BUY – “We’ll deliver, install and make sure your new refrigerator is working. We’ll also remove all packaging from your home.”³⁸

105. As part of their delivery and installation procedure, Defendants Sears, Costco, Home Depot, Best Buy and Lowe’s each deliver and install the purchased refrigerators, removing any inserts, packaging, and box. These Defendants also turn on the new appliance to ensure it is working before they leave (*see* footnotes 34 through 38). As such, and even assuming that arbitration and class-waiver disclosures were somehow attached to the refrigerators’ boxes and the refrigerators themselves when they left the manufacturer’s possession, which is disputed, these disclosures were removed if they were still there once these items were delivered and installed by the various Defendant Retailers. In fact, Plaintiffs allege that as to every single Plaintiff, such information was removed and hauled away by the installers and delivery personnel before each Plaintiff could access these disclosures, much less read them.

106. Any refrigerator box or insert that accompanies these refrigerators comes from the manufacturer, and not the retailers that Plaintiffs purchased their refrigerators from. In fact, evidence confirms that the retailers do not display or maintain the boxes and supposed insert, as the retailers have complete say about how to display and package items that are being delivered to their customers. Therefore, there is no evidence that any of the retailers, including Defendant Retailers, maintained the manufacturer box and any insert that supposedly came from the manufacturer’s factory. *See* photos showcasing the same in paragraph 96.

107. None of the Plaintiffs ever saw, came into contact with or had access to his/her refrigerator’s box and the manufacturer’s packaging inserts, including a Notice of Arbitration. As such, no arbitration disclosure was ever disclosed to them either prior to or after the sale of the

[RMP-GGL-D29A-029_015_COOKING-PB-SAMSUNG-NA-PMAX-NA-NA-MK681222200-NA-NBR-37-CON-NA-FY23_37&cm_mmc=SHOPPING-RM-RMP-GGL-D29A-029_015_COOKING-PB-SAMSUNG-NA-PMAX-NA-NA-MK681222200-NA-NBR-37-CON-NA-FY23_37-71700000113734794--&gclid=CjwKCAjwu4WoBhBkEiwAojNdXmjXHmcr9_Fq6_Dgz3pEvJXgnStS8yQigR6gxpmDKg6HP6nNw2MBzRoCxmgQAvD_BwE&gclsrc=aw.ds](https://www.bestbuy.com/site/services/appliance-services/pcmcat255100050002.c?id=pcmcat255100050002) (last visited September 15, 2023).

³⁸ *See* <https://www.bestbuy.com/site/services/appliance-services/pcmcat255100050002.c?id=pcmcat255100050002> (last visited September 15, 2023).

1 refrigerator given that the Plaintiffs did not have possession of the manufacturer's box, packaging
2 or supposed inserts. In fact, the lack of boxes on display at Defendant Retailers' stores, the lack
3 of disclosures inside or outside the refrigerators, the online product listings, as well as each
4 Defendants' delivery and installation protocols for these refrigerators, showcase Defendants'
5 efforts in taking steps to obstruct the arbitration disclosure from their customers.
6

7 108. Additionally, the Owner's Manuals that contain any alleged Notice of Arbitration,
8 were not provided to Plaintiffs and the Class Members until after purchase of the refrigerators,
9 and in some cases where the refrigerator was sold open-box, in used-condition, or was purchased
10 and installed prior to a Plaintiff's purchase of a home containing the refrigerator, they were not
11 provided at all. In fact, Plaintiffs have only come to know about the Notice of Arbitration
12 purportedly contained in the Owner's Manuals by way of this action. Furthermore, and even in
13 instances where the Owner's Manuals were provided post-sale, none of the Plaintiffs who
14 received them knew about the purported Notice of Arbitration contained within the Owner's
15 Manuals as it was not reasonable conspicuous to put Plaintiffs on notice of such a term.
16

17 **ALLEGATIONS BY ALL PLAINTIFFS**

18 109. All Plaintiffs were advised that the faulty linear compressor within their respective
19 refrigerators, was the reason for his/her refrigerator not cooling. Prior to purchase of his/her
20 refrigerator, none of the Plaintiffs knew about the ongoing compressor defect issues that LG and
21 Kenmore branded refrigerator had, as all Defendants' information and marketing material with
22 regards to these refrigerators discussed the opposite. In fact, Defendants boasted about the
23 durability of these linear compressors and their 20-year life span. Moreover, none of the Plaintiffs
24 who purchased a home containing a LG or Kenmore branded refrigerator knew about the
25 compressor defect issues that LG and Kenmore branded refrigerators had at the time of their home
26 purchase.
27

28 110. Prior to each Plaintiff's purchase, Defendants never provided information about the
faulty nature of these refrigerators including the defective compressor contained within them, and
instead highly promoted these products. Had disclosures about the true nature of these

1 compressors and refrigerators been made prior to each Plaintiff's purchase, Plaintiffs would not
2 have bought these LG and Kenmore branded refrigerators, would not have bought these LG and
3 Kenmore branded refrigerators at the prices they did, or would have returned these LG and
4 Kenmore branded refrigerator for a refund during the return period allowed by Defendant
5 Retailers.
6

7 **TIMOTHY R. CAMBRON**

8 111. Plaintiff Cambron purchased a Kenmore Elite refrigerator from Sears in
9 approximately February 2019 (Model 795.74025.410 – Production Date: June 2014) in Alabama.
10 Plaintiff also paid hundreds of dollars by purchasing an extended warranty at that time.

11 112. In August 2023, the compressor of his refrigerator failed and resulted in his
12 refrigerator no longer cooling, causing hundreds of dollars in spoiled foods/beverages which had
13 to be thrown out, as well as other damages.

14 113. Plaintiff contacted Defendant Transform but was told that his extended warranty
15 has expired, and that the earliest a repair technician could go out to repair his refrigerator is mid-
16 September, leaving him without a working refrigerator for weeks, and resulting in additional
17 monetary damages.
18

19 **CHRISTOPHER BOLTON**

20 114. Plaintiff Bolton originally purchased a Kenmore Elite refrigerator from sears in
21 March 2013 (Model 795.72053112 – Production Date July 2012) in Arizona. In 2020, his
22 refrigerator stopped cooling and service was requested from Defendant Transform (Sears). He
23 was advised that the compressor parts were backordered and that he would have to wait over a
24 month for the repairs to take place.

25 115. As a result, and because a refrigerator is a necessity to every household, he
26 purchased another Kenmore Elite refrigerator from Defendant Transform in August 2020 (Model
27 111.72695910 – Production Date November 2019). In November 2022, his refrigerator's
28 compressor stopped cooling and his refrigerator stopped working, causing hundreds of dollars in
spoiled foods/beverages which had to be thrown out, as well as other damages. He paid hundreds

1 of dollars for repair costs, only to have the refrigerator completely stop working again in July
2 2023, resulting in him having to purchase a brand-new refrigerator, his third in ten years.

3
4 **DON FLETCHER**

5 116. Plaintiff Fletcher purchased a house in January 2020 which came equipped with a
6 LG refrigerator (Model LFXS28596S /00 – Production Date: June 2018), which had been
7 purchased by the prior owner from Home Depot, in the state of Arizona. The prior owner had also
8 purchased an extended warranty from Home Depot for hundreds of dollars.

9 117. In August 2023, the compressor failed and the refrigerator stopped cooling,
10 resulting in hundreds of dollars' in spoiled foods/beverages which had to be thrown out, as well
11 as other damages.

12 118. He contacted Defendant LG and was told that despite the purported warranty that
13 comes with the refrigerators and the extended warranty that was purchased on this refrigerator,
14 Defendant LG had no available appointments for repair. In fact, Defendant LG told Plaintiff to
15 call a repair technician himself, and he had no choice but to do so, costing him hundreds of dollars
16 out of pocket for a diagnostic fee, and thousands for the repair of the refrigerator. Furthermore,
17 Defendant Home Depot told Plaintiff that there is nothing they can do for him, despite having had
18 sold an extended warranty with his refrigerator.

19
20 **PAM SELLERS**

21 119. Plaintiff Sellers purchased a LG refrigerator from Costco in approximately June
22 2019 (Model LFXS30796S /01 – Production Date: May 2019) in Arizona.

23 120. In August 2023, the compressor of her refrigerator failed and resulted in her
24 refrigerator no longer cooling. The LG technician who diagnoses the issue in September 2023,
25 weeks later, told Plaintiff that the issue was the compressor which needed to be replaced and
26 replaced her compressor.

27 121. Plaintiff was without a working refrigerator for weeks, while waiting for Defendant
28 LG to send a technician, resulting in additional monetary damages.

RANDOL DENMAN

122. Plaintiff Denman purchased a LG refrigerator from Lowe's in September 2021 (Model LRSES2706) in Arizona.

123. In approximately May 2023, the compressor failed, and the refrigerator stopped cooling, resulting in hundreds of dollars in spoiled foods/beverages which had to be thrown out, as well as other damages.

124. Plaintiff contacted Defendant LG and was advised that he would have to pay hundreds of dollars out of pocket for repair costs despite the refrigerator being less than two years old. As such, Plaintiff decided to not spend money on repairs as he was told that the refrigerator could fail again, and bought a brand-new refrigerator, having to spend thousands of dollars on a new refrigerator yet again, less than two years after the purchase of the LG one.

THERESA HATFIELD

125. Plaintiff Hatfield purchased a LG refrigerator from Lowe's in September 2017 (Model LFXC24726D /01 – Production Date: July 2017) in Arizona.

126. In 2022, the refrigerator and freezer stopped cooling resulting in hundreds of dollars in spoiled foods/beverages which had to be thrown out, as well as other damages. Defendant LG covered the cost of the new compressor, but Plaintiff had to pay hundreds of dollars for the cost of labor associated with Defendant LG replacing the compressor.

127. Approximately six months after the new compressor had been installed and repaired, in April 2023, the new compressor also failed and stopped cooling the refrigerator, again resulting in spoiled foods/beverages that had to be thrown out and other damages. The same appliance company previously sent by LG came out again and diagnosed the issue as the compressor. Plaintiff had to pay out of pocket for the diagnosis fee and was told that in order to repair her refrigerator she would again have to pay hundreds, if not thousands, of dollars out of pocket. Plaintiff decided not to spend any further money on her defective refrigerator.

VIRGINIA RICHMOND

128. Plaintiff Richmond purchased a LG refrigerator from Lowe's in approximately 2017 in Arizona.

129. Approximately three years later, the refrigerator and freezer stopped cooling resulting in hundreds of dollars in spoiled foods/beverages which had to be thrown out, as well as other damages. Defendant LG covered the cost of the repairs; however, it took over six months for the refrigerator to be repaired.

SUSAN WILSON

130. Plaintiff Wilson purchased a house in April 2021 which came equipped with a LG refrigerator (Model LFXC24726S /03 – Production Date: July 2018), which had been purchased by the prior owner from Best Buy, in the state of Arizona. The prior owner had also purchased an extended warranty from Best Buy for hundreds of dollars.

131. In August 2023, the compressor failed, and the refrigerator stopped cooling, resulting in hundreds of dollars in spoiled foods/beverages which had to be thrown out, as well as other damages.

132. Plaintiff was without a working refrigerator, while waiting for Defendant LG to send a technician, resulting in additional monetary damages. Her refrigerator was eventually repaired, and the compressor replaced by a technician sent by Defendant LG. The LG certified technician told Plaintiff that she would be lucky if her refrigerator lasts another three years.

CRISTIE HOLLIS

133. Plaintiff Hollis purchased a LG refrigerator from Sears, owned by Defendant Transform, in approximately September 2019 (Model LSXS26366D /02 – Production Date: May 2018) in Arkansas.

134. In or around June 2023, the compressor of her refrigerator failed and resulted in her refrigerator no longer cooling, resulting in hundreds of dollars in spoiled foods/beverages which had to be thrown out, as well as other damages. The LG technician who diagnoses the issue

1 told Plaintiff that the issue was the compressor which needed to be replaced and replaced her
2 compressor.

3
4 135. The LG certified technician told Plaintiff that the compressors in these LG
5 refrigerators are faulty and defective.

6 **RONALD BRUCE RAY**

7 136. Plaintiff Ray purchased a Kenmore refrigerator from Sears, owned by Defendant
8 Transform, in approximately 2017 or 2018 (Model 795.74033.412 – Production Date: May 2017)
9 in Arkansas.

10 137. In or around September 2023, the compressor of his refrigerator failed and resulted
11 in his refrigerator no longer cooling, resulting in hundreds of dollars in spoiled foods/beverages
12 which had to be thrown out, as well as other damages.

13 138. The technician who diagnosed the issue told Plaintiff that the issue was the
14 compressor which needed to be replaced. He told him that the best thing to do was to buy another
15 refrigerator since the cost of repair was like the cost of buying a brand-new refrigerator. He also
16 told Plaintiff that there was no guarantee of how long his Kenmore refrigerator would work if the
17 compressor was replaced since the issue with these compressors, is a known problem. As such,
18 Plaintiff had no choice but to purchase a brand-new refrigerator.
19

20 **CHRISTOPHER LAVIN**

21 139. Plaintiff Lavin purchased a house in August 2022 which came equipped with a
22 Kenmore Elite refrigerator (Model 795.51823.410 – Production Date: July 2016) in the state of
23 California.

24 140. Less than a month after the purchase of the subject property, Plaintiff returned
25 home after a brief vacation to find that the compressor had completely gone out, the refrigerator
26 had stopped cooling and all foods/beverages within the refrigerator had spoiled and melted,
27 resulting in hundreds of dollars in spoiled foods/beverages which had to be thrown out, as well as
28 other damages.

141. He contacted Defendant Transform and was told that even if they provide him a new compressor, Plaintiff will have to pay close to a thousand dollars for labor costs associated with replacing the compressor.

CRYSTAL SCHROEDER

142. Plaintiff Schroeder purchased a Kenmore Elite refrigerator from Sears, owned by Defendant Transform, in approximately July 2015 (Model 795.74015.411 – Production Date: March 2015) in California.

143. In 2020, the compressor of her refrigerator failed and resulted in her refrigerator no longer cooling, resulting in hundreds of dollars in spoiled foods/beverages which had to be thrown out, as well as other damages. Finally, after two months, a technician was sent by Defendant Transform who fixed the refrigerator.

THOMAS WEMHOFF

144. Plaintiff Wemhoff purchased a LG refrigerator from Home Depot in July 2018 (Model LFXC23796S /00 – Production Date: May 2018) in California.

145. In May 2022, the refrigerator and freezer stopped cooling resulting in hundreds of dollars in spoiled foods/beverages which had to be thrown out, as well as other damages. Defendant LG sent a repair technician who diagnosed the issue as a faulty compressor.

146. As multiple repair attempts were unsuccessful, Plaintiff was told by Defendant LG several times since November 2022 that she would be refunded the full amount paid for her refrigerator. However, no check was ever processed, and Plaintiff was not ever refunded for the defective refrigerator sold to her despite being told that she would be. In fact, in November 2022, Plaintiff had no choice but to spend thousands of dollars on a new refrigerator.

JANET MOSER

147. Plaintiff Moser purchased a Kenmore Elite refrigerator from Sears, owned by Defendant Transform, in approximately April 2018 (Model 795.73132.411 – Production Date: February 2018) in California.

1 148. In or around June 2023, the compressor of her refrigerator failed and resulted in
2 her refrigerator no longer cooling, resulting in hundreds of dollars in spoiled foods/beverages
3 which had to be thrown out, as well as other damages.
4

5 149. A technician was sent by Defendant Transform who stated the issue was the
6 compressor which had to be replaced. The compressor was replaced, and Plaintiff was charged
7 over five hundred dollars for the repair cost associated with the repair.

8 **JETTEKE MUCHEMORE**

9 150. Plaintiff Muchemore purchased a LG refrigerator from Home Depot in November
10 2016 (Model LFXS29766S – Production Date: November 2016) in California.

11 151. In late 2020, the compressor of her refrigerator failed and resulted in her
12 refrigerator no longer cooling, resulting in hundreds of dollars in spoiled foods/beverages which
13 had to be thrown out, as well as other damages.

14 152. Technicians around her refused to work on her refrigerator as it was LG branded,
15 and as such she had a difficult time finding someone to repair her refrigerator. She finally found
16 someone and had to pay hundreds of dollars for the repair costs.

17 **JOHN HERNANDEZ**

18 153. Plaintiff Hernandez purchased a LG refrigerator from Lowe's in early 2019
19 (Model LSXS26386D/03 – Production Date: December 2018) in California. It was a brand new
20 returned item, that did not come in a box, nor had any notices posted on it, or accompanying it.

21 154. Less than three years later, in 2021, the refrigerator stopped cooling resulting in
22 over a thousand dollars in spoiled foods/beverages which had to be thrown out, as well as other
23 damages.
24

25 **KASRA PEIGHAMBARI**

26 155. Plaintiff Peighambari purchased a house in August 2021 which came equipped
27 with a LG refrigerator (Model LFX25991ST/05) in the state of California.

28 156. In late 2022, Plaintiff's refrigerator stopped cooling and all foods/beverages within
the refrigerator had spoiled and melted, resulting in hundreds of dollars worth of damage.

1 157. As calls to Defendant LG were unhelpful, Plaintiff had no choice but to spend over
2 to hire a technician and repair his refrigerator, which he was told had a faulty compressor that
3 needed to be replaced.
4

5 **KRSTO JELENIC**

6 158. Plaintiff Jelenic purchased a Kenmore Elite refrigerator from Defendant
7 Transform (Sears) in June 2019 (Model 111.73035910) in California.

8 159. Since purchasing the subject refrigerator, his refrigerator has needed repairs
9 including the replacement of its compressor, at least four times. Plaintiff has had to pay hundreds
10 of dollars in repair costs each time that his refrigerator has stopped cooling due to compressor
11 issues. Furthermore, hundreds of dollars in spoiled foods/beverages has had to be thrown out.

12 **LINDA REICHELLO**

13 160. Plaintiff Reichello purchased a LG refrigerator from Best Buy in March 2019, and
14 it was delivered in May 2019 (Model LSXS26326S /03 – Production Date: November 2018) in
15 California. Plaintiff also purchased an extended warranty through Best Buy at the time of her
16 purchase of the refrigerator.
17

18 161. In August 2023, the compressor of her refrigerator failed and resulted in her
19 refrigerator no longer cooling, resulting in over a thousand dollars in spoiled foods/beverages
20 which had to be thrown out, as well as other damages.

21 162. Plaintiff contacted Defendant LG and was advised that her extended warranty is
22 over. She was also told that there are no repairmen around her that would be willing to go to her
23 house to fix her refrigerator. After spending three weeks without a refrigerator, Plaintiff had no
24 choice but to spend thousands of dollars on a new refrigerator.

25 **MOHAMAD SHAHAB**

26 163. Plaintiff Shahab purchased a LG refrigerator from Sears in July 2015 (Model
27 LFXC24726S /01 – Production Date: January 2015) in California.
28

164. In late 2020, the compressor of his refrigerator failed and resulted in his refrigerator no longer cooling, resulting in over a thousand dollars in spoiled foods/beverages which had to be thrown out, as well as other damages.

165. Defendants replaced the compressor in Plaintiff's refrigerator, however, a few months after repairs took place, the refrigerator again stopped cooling, resulting in additional damages.

POLLY KO

166. Plaintiff Ko purchased a Kenmore Elite refrigerator from Sears in mid-2018 (Model 795.51823.411 – Production Date: June 2018) in California.

167. In July 2022, the refrigerator stopped cooling resulting in hundreds of dollars in spoiled foods/beverages which had to be thrown out, as well as other damages. Plaintiff paid \$600.00 for her refrigerator's compressor to be repaired. In November 2022, however, the refrigerator/freezer again stopped cooling again causing her to lose hundreds of dollars in food yet again. Plaintiff contacted Transform who charged her \$80.00 to send a technician. The technician advised that the linear compressor will need to be repaired/replaced again and that it would cost Plaintiff another \$400.00 as the problem occurred after 90 days of the initial repair in July 2022.

REGINA STELLA TANGCO

168. Plaintiff Tangco purchased a Kenmore Elite refrigerator from Sears in December 2018 (Model 795.74077.610 – Production Date: October 2018) in California.

169. In July 2022, the refrigerator and freezer stopped cooling resulting in hundreds of dollars in spoiled foods/beverages which had to be thrown out, as well as other damages. When Plaintiff contacted Defendant Transform, she was advised that a repair technician would be sent out. Thereafter, she was advised that the linear compressor of the refrigerator unit had to be replaced and that she would have to pay approximately \$600.00 in costs. The Sears technician then told her that if she signed up for an appliance insurance with Sears which would cost \$49.99 a month for a minimum of one-year, she would receive a \$150.00 discount from the repair costs.

1 Given the discount she would receive as well as because Plaintiff is afraid that her refrigerator's
2 compressor will fail again, she agreed to sign up for the insurance through Defendant Transform.

3
4 **TERESA CERVANTES**

5 170. Plaintiff Cervantes purchased a Kenmore Elite refrigerator from Sears in October
6 2018 (Model 795.51823.411 – Production Date: June 2018) in California.

7 171. In July 2022, the refrigerator and freezer stopped cooling resulting in hundreds of
8 dollars in spoiled foods/beverages which had to be thrown out, as well as other damages. When
9 Plaintiff called Defendant Transform, she was advised that a repair technician would be sent out.
10 Thereafter, once the technician came out, she was advised that the linear compressor of the
11 refrigerator unit had to be replaced and that she would have to pay approximately \$700.00 out of
12 pocket for the repairs, which she did.

13 **VICTOR WOLFE**

14 172. Plaintiff Wolfe purchased a Kenmore Elite refrigerator from Sears in June 2018
15 (Model 795.74077.610 – Production Date: October 2018) in California.

16 173. In July 2022, the refrigerator and freezer stopped cooling resulting in hundreds of
17 dollars in spoiled foods/beverages which had to be thrown out, as well as other damages.

18 174. Thereafter, once the technician came out, he was advised that the linear
19 compressor of the refrigerator unit had to be replaced and was provided an estimate of
20 approximately \$1300.00 for the total cost of repair and replacement of his refrigerator/freezer.

21 **TRACI ELLIS**

22 175. Plaintiff Ellis purchased a Kenmore Elite refrigerator from Defendant Transform
23 (Sears) in September 2019 (Model 795.74077.610 – Production Date: July 2019) in California.
24 Plaintiff also paid over \$500 for an extended three-year warranty.

25 176. In May 2023, the refrigerator and freezer stopped cooling resulting in hundreds of
26 dollars in spoiled foods/beverages which had to be thrown out, as well as other damages.

27 177. After three weeks of waiting for a technician to be sent by Defendant Transform,
28 one was finally sent on May 25, 2023. The technician advised Plaintiff that her refrigerator needed

1 a new compressor. At Defendant's request, Plaintiff paid over \$440 for Defendant's technician
2 to order the necessary parts. The technician told Plaintiff that if the new parts are installed and
3 the refrigerator does not work, she would be refunded for the parts she paid for. After the new
4 parts were installed, the refrigerator did not work.

5
6 178. The repair technicians had to come back and work on refrigerator at least two more
7 times, and each time, Plaintiff was asked to pay out of pocket for the various parts needed. In
8 total, Plaintiff paid over \$600 for the various parts the Defendant's technician told her was
9 necessary. After multiple repair attempts, Plaintiff was advised by Defendant's technician that
10 her refrigerator unit was non-repairable.

11 **GINGER A. COWAN**

12 179. Plaintiff Cowan purchased a LG refrigerator from Costco in October 2018 (Model
13 LFXS28596M/ 00 – Production Date: August 2018) in Colorado.

14 180. In March 2022, the refrigerator and freezer stopped cooling resulting in hundreds
15 of dollars in spoiled foods/beverages which had to be thrown out, as well as other damages.

16 181. Plaintiff hired a repairman who stated that there was a compressor failure but that
17 her refrigerator is still under warranty with Defendant LG. Defendant LG was contacted and a
18 repair technician was supposed to be sent out. However, Plaintiff was told by Defendant LG that
19 there were no technicians around her area, and she later learned that the repair technicians refused
20 to work on LG refrigerators.

21 **ERIC SCHLEICH**

22 182. Plaintiff Schleich purchased a Kenmore refrigerator from Defendant Transform
23 (Sears) in April 2019 (Model 795.73165.610 – Production Date: January 2019) in Florida.

24 183. In August 2023, the refrigerator and freezer stopped cooling resulting in hundreds
25 of dollars in spoiled foods/beverages which had to be thrown out, as well as other damages.

26 184. Defendant Transform repaired Plaintiff's refrigerator and replaced the compressor,
27 however, Plaintiff had to pay over \$550 in labor costs associated with the repair.
28

RALPH HENDERSON

185. Plaintiff Henderson purchased a Kenmore Elite refrigerator from Defendant Transform (Sears) in March 2018 (Model 795.73153.610 – Production Date: September 2017) in Florida.

186. In May 2021, the refrigerator and freezer stopped cooling resulting in hundreds of dollars in spoiled foods/beverages which had to be thrown out, as well as other damages.

187. Weeks later, in June 2021, Defendant sent a technician who repaired Plaintiff's refrigerator. Plaintiff had to pay approximately \$500 in labor costs associated with the repair of his refrigerator.

RUSSELL BROWN

188. Plaintiff Brown purchased a Kenmore Elite refrigerator from Defendant Transform (Sears) in January 2019 (Model 795.51833.413) in Florida.

189. In 2021, the refrigerator and freezer stopped cooling. Defendant Transform sent a technician who told Plaintiff that while the compressor was under warranty, Plaintiff would have to pay over \$800 for labor costs if he wished to get it repaired. The technician, who was hired and sent by Defendant Transform, further told Plaintiff that even if the compressor is replaced, the maximum it would continue working is another two years. Plaintiff chose not to repair his refrigerator and had no choice but to spend thousands of dollars on a new refrigerator, his second one in two years.

TERRI GRINER-COMPROSKI

190. Plaintiff Griner-Comoproski purchased a Kenmore Elite refrigerator from Defendant Transform (Sears) in January 2019 (Model 795.73132.411) in Florida.

191. In 2022, the refrigerator and freezer stopped cooling. Plaintiff reached out to a local repairman who told her he will not work on Kenmore refrigerator. After unplugging and re-plugging, the refrigerator worked for a few months longer. In August 2023, the refrigerator again failed. Plaintiff hired a repairman who told her the compressor had to be replaced, and that it was

1 not worth fixing given the chances that it will die again and stop cooling. Plaintiff chose not to
2 repair her refrigerator and had no choice but to spend thousands of dollars on a new refrigerator.

3
4 **DENNIS LEEDEKERKEN**

5 192. Plaintiff Leedekerken purchased a LG refrigerator in approximately 2018 (Model
6 LFXC24726S /03 – Production Date: June 2017) in Florida.

7 193. In September 2023, the refrigerator stopped cooling and Plaintiff's
8 foods/beverages began spoiling and having to be thrown out, costing him hundreds of dollars, as
9 well as other damages.

10 **GREGORY CANNON**

11 194. Plaintiff Cannon purchased a Kenmore refrigerator from Sears in December 2018
12 (Model 795.7259) in Florida.

13 195. In January 2021, the refrigerator stopped cooling and Plaintiff's foods/beverages
14 began spoiling and having to be thrown out, costing him hundreds of dollars, as well as other
15 damages.

16 196. Defendant Transform (Sears) refused to cover the compressor cost and labor
17 associated with the repairs. Plaintiff chose not to repair his refrigerator given that the cost to repair
18 his refrigerator was well over a thousand dollars, and had no choice but to spend thousands of
19 dollars on a new refrigerator.

20 **STEVEN BORDEN**

21 197. Plaintiff Borden purchased a LG refrigerator from Home Depot in approximately
22 May 2018 (Model LSXS26366S /02 – Production Date: April 2018) in Florida.

23 198. In March 2022, the refrigerator stopped cooling and Plaintiff's foods/beverages
24 began spoiling and having to be thrown out, costing him hundreds of dollars, as well as other
25 damages.

26 199. Defendant LG sent a technician who repaired Plaintiff's refrigerator and replaced
27 the compressor. The technician told Plaintiff that he should expect to have the same problem
28 within the next few years.

BELLE STRICKLAND

200. Plaintiff Strickland purchased a LG refrigerator from Lowe's in approximately March 2018 (Model LFXS28566M /00 – Production Date: November 2017) in Georgia.

201. In October 2022, the refrigerator stopped cooling and Plaintiff's foods/beverages began spoiling and having to be thrown out, costing her hundreds of dollars, as well as other damages.

202. Plaintiff contacted Defendant LG but the repair technician scheduled by Defendant LG canceled the appointment because they told Plaintiff that they would not work on LG refrigerators. After a month, Defendant LG sent another technician to Plaintiff's house in order to repair her refrigerator. The technician, hired by LG, told Plaintiff that unless Plaintiff paid him the \$1,200 in costs to repair the refrigerator upfront, he would not repair her refrigerator. Said technician told Plaintiff that Defendant LG will hire him and other technicians to go to customers' residence and perform repairs, but that Defendant will not pay their invoices.

203. Plaintiff had no choice but to pay the \$1200, which the technician told her she should get refunded for from Defendant LG by submitting a claim. Despite numerous attempts, Plaintiff was not able to get a refund from Defendant LG for the monies she paid for the repair of her refrigerator, despite being told that the repair costs were covered.

EDWINA FRAME

204. Plaintiff Frame purchased a LG refrigerator from Lowe's in approximately April 2019 (Model LSX26326S-04 – Production Date: February 2019) in Georgia.

205. In February 2023, the refrigerator stopped cooling and Plaintiff's foods/beverages began spoiling and having to be thrown out, costing her hundreds of dollars. Despite contacting LG multiple times over a course of numerous days, LG failed to send a technician to Plaintiff in a timely manner. She was also advised that even if the parts are covered, she would have to pay hundreds of dollars for the labor cost associated with replacing her refrigerator's compressor. She was also advised by other servicemen she contacted that even if she replaces her compressor, there was a high chance that it will likely fail again, even within a few months.

JAMES CAMPBELL

206. Plaintiff Campbell purchased a Kenmore refrigerator in 2017 from Sears (Model 795.73157.610 – Production Date: October 2016) in Georgia.

207. In September 2023, the refrigerator stopped cooling and Plaintiff's foods/beverages began spoiling and having to be thrown out, costing him hundreds of dollars, as well as other damages.

208. Defendant Transform (Sears) sent someone out for diagnosis and Plaintiff was told that the compressor was bad, but he was recommended that it would be best to buy a new refrigerator rather than repair the one he had. However, after seeing the high prices of refrigerators, Plaintiff had no choice but to spend over \$1300 in repair costs in order to replace his Kenmore refrigerator's compressor.

SUSAN LOUISE SACK

209. Plaintiff Sack purchased a LG refrigerator from Best Buy in September 2018 (Model LSX26366S /02 – Production Date: July 2018) in Georgia.

210. In September 2023, the refrigerator stopped cooling and Plaintiff's foods/beverages began spoiling and having to be thrown out, costing her hundreds of dollars.

EVAN CAREY

211. Plaintiff Carey purchased a house in December 2016 which came equipped with a LG refrigerator (Model LSXS26366D – Production Date: 2016) in the state of Georgia.

212. In April 2022, Plaintiff's refrigerator stopped cooling and all foods/beverages within the refrigerator had spoiled and melted, resulting in hundreds of dollars worth of damage.

213. Defendant LG referred Plaintiff to an "authorized repair person" who charged Plaintiff approximately \$650.00 for labor fees. However, even after the repairs, the refrigerator did not fully cool, and the authorized repair person stopped responding to Plaintiff. Therefore, Plaintiff had no choice but to purchase a brand-new refrigerator in June 2022.

LARRY PAINTON

214. Plaintiff Painton purchased a LG refrigerator in approximately 2016 from Home Depot (Model LFXC24726D /00 – Production Date: August 2015) in the state of Hawaii.

215. In late 2020, Plaintiff's refrigerator stopped cooling and all foods/beverages within the refrigerator had spoiled and melted, resulting in hundreds of dollars' worth of damage. Defendant LG repaired his refrigerator and replaced the compressor.

216. However, in June 2023, Plaintiff's refrigerator stopped cooling again, resulting in hundreds of dollars' worth of damage and food loss. Plaintiff LG refused to cover the labor costs and Plaintiff had to pay over \$700 in labor costs in order to get his refrigerator fixed. Furthermore, it took Defendant LG over six weeks to send a repairman to fix Plaintiff's refrigerator, causing further damages.

NATHAN W. NELSON

217. Plaintiff Nelson purchased a LG refrigerator in approximately 2020 from Lowe's in Idaho.

218. Within a month or two after purchasing the subject refrigerator, Plaintiff's refrigerator stopped cooling and all foods/beverages within the refrigerator had spoiled and melted, resulting in hundreds of dollars' worth of damage. Plaintiff has had to pay over \$400 in repair costs.

ELLEN HAWOTTE

219. Plaintiff Hawotte purchased a LG refrigerator in November 2017, which was delivered in January 2018, from Home Depot (Model LMXC23796S /00 – Production Date: November 2017) in Illinois.

220. In July 2022, Plaintiff's refrigerator stopped cooling and all foods/beverages within the refrigerator had spoiled and melted, resulting in hundreds of dollars' worth of damage. Plaintiff was told that his refrigerator is not worth repairing as the compressor is defective.

TONYA M. BURGE

221. Plaintiff Burge purchased a LG refrigerator in March 2018, from Lowe's (Model LFCS22520D /01 – Production Date: March 2018) in Illinois.

222. In 2023, Plaintiff's refrigerator stopped cooling and all foods/beverages within the refrigerator had spoiled and melted, resulting in hundreds of dollars' worth of damage. Plaintiff was told that her refrigerator is not worth repairing as it is the compressor that is defective. As such, she reluctantly purchased a new refrigerator.

AMY WEISBERG

223. Plaintiff Weisberg purchased a LG refrigerator in May 2019, from ABT (Model LFXS30796S /01 – Production Date: March 2019) in Illinois.

224. In August 2023, Plaintiff's refrigerator stopped cooling and all foods/beverages within the refrigerator had spoiled and melted, resulting in hundreds of dollars' worth of damage. The retailer she purchased her refrigerator from told her that it was the compressor that was the issue. Plaintiff contacted Defendant LG and Defendant LG told her that they would provide a new compressor, but she would have to pay for the labor costs associated with the repair and replacement of the compressor.

ANTHONY HOLDGRAFER

225. Plaintiff Holdgrafer purchased a Kenmore refrigerator in 2019 from Sears (Model 111.73025711) in Illinois.

226. In 2020, the refrigerator stopped cooling and Plaintiff's foods/beverages began spoiling and having to be thrown out, costing him hundreds of dollars, as well as other damages. Plaintiff had to pay hundreds of dollars in labor costs to have his refrigerator fixed. However, six months later, the refrigerator died again and stopped cooling. Plaintiff had no choice but to spend thousands of dollars on a new refrigerator.

DALE BELL

227. Plaintiff Bell purchased a LG refrigerator in July 2018, from Lorenz (Model LFC24770ST /03 – Production Date: January 2018) in Illinois, and now resides in Indiana.

1 228. In March 2023, Plaintiff's refrigerator stopped cooling and all foods/beverages
2 within the refrigerator had spoiled and melted, resulting in hundreds of dollars' worth of damage.
3 Despite having an extended warranty, Plaintiff could not find anyone willing to repair his LG
4 refrigerator as Defendant LG is known amongst technicians not to pay them. Plaintiff has been
5 unable to get his refrigerator repaired as a result.
6

7 **MICHELLA JAMESON**

8 229. Plaintiff Jameson purchased a LG refrigerator in June 2016 from Lowe's (Model
9 LFXS30766S /02 – Production Date: March 2016) in Indiana.

10 230. In June 2022, the refrigerator stopped cooling and Plaintiff's foods/beverages
11 began spoiling and having to be thrown out, costing him hundreds of dollars, as well as other
12 damages. Defendant LG told Plaintiff that it would cover the cost of the new compressor but not
13 labor costs. Plaintiff chose not to repair her refrigerator given that the cost to repair her refrigerator
14 was well over a thousand dollars and had no choice but to spend thousands of dollars on a new
15 refrigerator.
16

17 **WILLIAM FORD HEBNER**

18 231. Plaintiff Hebner purchased a LG refrigerator in July 2018 from J.C. Penny (Model
19 LFX25974ST /07 – Production Date: April 2018) in Indiana.

20 232. In August 2023, the refrigerator stopped cooling and Plaintiff's foods/beverages
21 began spoiling and having to be thrown out, costing him hundreds of dollars, as well as other
22 damages. Defendant LG told Plaintiff that it would cover the cost of the new compressor but not
23 labor costs. Plaintiff chose not to repair his refrigerator given that the cost to repair his refrigerator
24 was well over a thousand dollars. Furthermore, all repair technicians around his area have stated
25 that they will not work on LG branded refrigerators.

26 **REYNA DAVIS**

27 233. Plaintiff Davis purchased a house in 2023 which came equipped with a Kenmore
28 Elite refrigerator (Model 795.74093.411 – Production Date: November 2015) in the state of
Indiana.

1 234. In August 2023, the refrigerator stopped cooling and Plaintiff's foods/beverages
2 began spoiling and having to be thrown out, costing him hundreds of dollars, as well as other
3 damages. A repair technician told her that the compressor was faulty and needed to be replaced,
4 but that it was not worth doing so.
5

6 **JAMES EATON**

7 235. Plaintiff Eaton purchased a LG refrigerator in 2019 from Lowe's (Model
8 LFX259730 /00) in Kentucky.

9 236. In August 2023, the refrigerator stopped cooling and Plaintiff's foods/beverages
10 began spoiling and having to be thrown out, costing him hundreds of dollars, as well as other
11 damages. Defendant LG told Plaintiff that it would not cover the cost of the new compressor or
12 the labor costs. Furthermore, a repair technician told Plaintiff that it was not worth fixing this
13 refrigerator as they are known to be defective. Plaintiff chose not to repair his refrigerator and
14 had no choice but to spend thousands of dollars on a new refrigerator.
15

16 **RANDALL SAWYERS**

17 237. Plaintiff Sawyers purchased a LG refrigerator from Home Depot in November
18 2018 (Model LSXS26386D – Production Date: September 2018) in Kentucky.

19 238. Mr. Sawyers' LG refrigerator has had two complete failures since he purchased it.
20 The first time was in 2020 when the freezer stopped cooling and melted all foods within the freezer
21 compartment, costing him hundreds of dollars in damages. Mr. Sawyers had the issue fixed only
22 to have his entire refrigerator break down and stop cooling again in December 2020, and all of his
23 foods/beverages began spoiling and having to be thrown out, costing him hundreds of dollars in
24 damages again, as well as other damages.

25 239. Mr. Sawyers contacted multiple different repair companies to have someone come
26 out and diagnose/repair his refrigerator but every person he contacted advised him that LG
27 refrigerators are "terrible," that they would "not work on LG refrigerators," and that they would
28 "receive calls from customers with the same issues" regarding LG refrigerators every day. After
contacting LG numerous times, spending tens of hours on the phone just trying to speak to

1 someone who was actually willing to help him, he was finally told that a LG technician would
2 come out to see his refrigerator. On December 28, 2020, weeks after first contacting LG, a
3 repairman was sent to his house. The technician said that it was a compressor issue and that the
4 compressor needed to be replaced. Mr. Sawyers was also advised that the likelihood of the
5 compressor failing again is very high, and as such, it is not worth it to have the refrigerator fixed
6 as it will fail again.
7

8 **ERIN SCOTT**

9 240. Plaintiff Scott purchased a Kenmore refrigerator from Sears in April 2018 (Model
10 795.51839.412 – Production Date: March 2018) in Louisiana.

11 241. In March 2022, the refrigerator stopped cooling resulting in hundreds of dollars’
12 worth of spoiled foods/beverages which had to be thrown out, as well as other damages.

13 242. Plaintiff contacted Defendant Transform (Sears) and was told that the diagnostic
14 fee alone is \$150. As such, she had another technician check out her refrigerator who stated that
15 her refrigerator contained one of the bad compressors that Kenmore was using. Plaintiff contacted
16 Defendant Transform who told her to contact the manufacturer Defendant LG. She then contacted
17 Defendant LG who told her to contact Defendant Transform.
18

19 243. As it was clear that each Defendant was blaming the other and not actually
20 interested in repairing her unit, Plaintiff had no choice but to buy a new refrigerator.

21 **BRIAN MULLIKIN**

22 244. Plaintiff Mullikin purchased a Kenmore refrigerator from Sears in June 2018
23 (Model 795.74015.412 – Production Date: May 2018) in Maryland.

24 245. In 2022, the refrigerator stopped cooling resulting in hundreds of dollars’ worth of
25 spoiled foods/beverages which had to be thrown out, as well as other damages.

26 246. Plaintiff contacted Defendant Transform (Sears) and a technician was sent who
27 diagnosed the problem as the compressor. Defendants’ technician told Plaintiff not to bother
28 getting the refrigerator fixed because it was a “piece of junk” and would cost Plaintiff a significant
amount of money to have it fixed.

1 247. the technician also told Plaintiff that her refrigerator was the sixth LG/Kenmore
2 refrigerator he had seen that day with the same defective compressor issue.

3
4 **JAVIER RIVERA**

5 248. Plaintiff Rivera purchased a Kenmore Elite refrigerator from Sears in February
6 2020 (Model 111.73305911) in Maryland.

7 249. In late 2020, the refrigerator stopped cooling resulting in hundreds of dollars'
8 worth of spoiled foods/beverages which had to be thrown out, as well as other damages.

9 250. Plaintiff contacted Defendant Transform (Sears) and was told, after hours on the
10 phone, that the earliest a repairman could come out was three weeks later. Having no choice but
11 to wait, Plaintiff and his family had to live out of a cooler and had to purchase bags of ice every
12 day in order to keep their food from spoiling.

13 251. By the time the technician came out to inspect the refrigerator, the refrigerator had
14 started cooling again on its own. Defendant Transform's technician confirmed that the
15 compressor needed to be changed but shortly after a call, changed his mind and told Plaintiff that
16 since the refrigerator had started cooling again on its own, he would not be changing the part.

17 252. Less than one year later, the refrigerator's compressor died, again resulting in
18 hundreds of dollars' worth of spoiled foods/beverages which had to be thrown out, as well as
19 other damages. When Defendant Transform was again contacted, Plaintiff was advised that his
20 refrigerator is no longer under warranty.

21 253. Having no other choice, Plaintiff had to spend thousands of dollars yet again and
22 purchase a new refrigerator.

23
24 **OLUWAKEMI ADEWOLE**

25 254. Plaintiff Adewole purchased a Kenmore refrigerator from Sears in June 2015
26 (Model 106.51793.410 – Production Date: March 2015) in Maryland.

27 255. In 2020, the refrigerator stopped cooling resulting in hundreds of dollars' worth of
28 spoiled foods/beverages which had to be thrown out, as well as other damages.

1 256. Plaintiff contacted Defendant Transform (Sears) but was told Plaintiff there were
2 no technicians in her area. Plaintiff hired her own technician and paid over a thousand dollars out
3 of pocket to have her refrigerator get fixed. However, her refrigerator again stopped cooling in
4 late 2020, forcing her to pay hundreds of dollars yet again for repair costs, and to lose hundreds
5 of dollars' worth of spoiled foods/beverages which had to be thrown out.
6

7 **MIRANDA SACHARIN**

8 257. Plaintiff Sacharin and her landlord jointly purchased a LG refrigerator from Best
9 Buy in late 2019 (Model LRFXC2406S) in Massachusetts for \$2,899.99, plus tax for Plaintiff
10 Sacharin's unit. In doing so, Plaintiff Sacharin agreed that she would pay half of the cost of the
11 refrigerator, and in fact paid \$1,500.00 to her landlord for her portion of the cost of the subject
12 refrigerator.
13

14 258. Less than three years later, in 2022, the refrigerator for the second time gave error
15 codes related to the compressor and stopped cooling, resulting in hundreds of dollars in spoiled
16 foods/beverages which had to be thrown out, as well as other damages.
17

18 **LINDSEY M. TAPIN**

19 259. Plaintiff Tapin purchased a Kenmore refrigerator in 2014 which died due to a
20 faulty compressor in 2017. Again, she purchased a Kenmore refrigerator with her boyfriend,
21 paying half of the cost, from Sears in April 2017 (Model 795.73133.410 – Production Date:
22 January 2017) in Michigan.
23

24 260. In June 2021, the refrigerator stopped cooling resulting in hundreds of dollars'
25 worth of spoiled foods/beverages which had to be thrown out, as well as other damages. Plaintiff
26 had to pay the labor costs for Defendant Transform's technicians to replace the compressor.
27 However, in August 2023, the compressor has again failed and Plaintiff has been told that not
28 only does she have to pay \$150 in diagnostic fees, but she also has to pay for the labor costs
(again).

TRENT MAUK

261. Plaintiff Mauk purchased a LG refrigerator in May 2018 from Lowe's (Model LMXC23796D – Production Date: April 2018) in Michigan.

262. In July 2023, the refrigerator stopped cooling resulting in hundreds of dollars' worth of spoiled foods/beverages which had to be thrown out, as well as other damages. Defendant LG told Plaintiff that it would not cover the cost of the labor which would cost over one thousand dollars. Plaintiff chose not to repair his refrigerator and had no choice but to spend thousands of dollars on a new refrigerator.

JENNY FINKBEINER

263. Plaintiff Finkbeiner purchased a LG refrigerator in September 2021 from an appliance store (Model LRDCS2603S – Production Date: March 2021) in Minnesota.

264. In July 2023, the refrigerator stopped cooling resulting in hundreds of dollars' worth of spoiled foods/beverages which had to be thrown out, and well as multiple viles of medication that had to also be thrown out, as well as other damages. Defendant LG sent a repairman to Plaintiff's house who stated that the compressor was faulty and needed to be replaced. The technician told Plaintiff that he spends "all my time replacing these," referring to the compressor.

CATHY P. FEINSTEIN

265. Plaintiff Feinstein purchased a LG refrigerator in early 2022 from Lowe's (Model LFXS26596S /10– Production Date: November 2021) in Mississippi.

266. One year after purchase, in early 2023, the refrigerator stopped cooling resulting in hundreds of dollars' worth of spoiled foods/beverages which had to be thrown out, as well as other damages. Defendant LG sent a technician out who told Plaintiff that he cannot repair the refrigerator because he does not have a new compressor. He also told her that no other repair technician in the state of Mississippi will fix her refrigerator because this is a known issue and no one will fix LG refrigerators. Plaintiff had no choice but to purchase a new refrigerator.

ODIS LEE

267. Plaintiff Lee purchased a LG refrigerator in May 2018 from Home Depot (Model LFDS22520S /01– Production Date: April 2018) in Mississippi.

268. In early 2023, the refrigerator stopped cooling resulting in hundreds of dollars' worth of spoiled foods/beverages which had to be thrown out, as well as other damages. Defendant LG did not repair the refrigerator. As such, Plaintiff had no choice but to purchase a new refrigerator.

DENISE FREEMAN

269. Plaintiff Freeman purchased a LG refrigerator in 2016 from Best Buy (Model LFXS29626S /01– Production Date: August 2016) in Missouri.

270. In July 2023, the refrigerator stopped cooling resulting in hundreds of dollars' worth of spoiled foods/beverages which had to be thrown out, as well as other damages. Defendant LG did not repair the refrigerator nor sent any technicians out to repair the refrigerator. As such, Plaintiff had no choice but hire her own who told her the compressor was defective and needed to be replaced.

RUTH SPRINGSTON

271. Plaintiff Springston purchased a LG refrigerator in September 2019 from Best Buy (Model LMXS30796S /00) in Missouri.

272. In August 2023, the refrigerator stopped cooling resulting in hundreds of dollars' worth of spoiled foods/beverages which had to be thrown out, as well as other damages. Plaintiff spoke to a repair technician who LG had assigned to come to her house and was told by the technician, over the phone, that her refrigerator has a known compressor defect. Plaintiff's compressor was replaced. However, a few days later, the refrigerator again stopped working, and has not been fixed since.

SHANNON HARRIS

273. Plaintiff Harris purchased a LG refrigerator in April 2017 from R.C. Willey (Model LMXS30776S /02 – Production date: February 2017) in Nevada.

1 274. In April 2022, the refrigerator stopped cooling resulting in hundreds of dollars'
2 worth of spoiled foods/beverages which had to be thrown out, as well as other damages.
3 Defendant LG sent a repair technician who replaced her compressor and said that she will be
4 lucky to get six months to a year with the new compressor.
5

6 275. In May 2023, Plaintiff's compressor died again. As a result, she had no choice but
7 to purchase a brand new refrigerator.

8 **SUE HOPFENSITZ**

9 276. Plaintiff Hopfensitz purchased a LG refrigerator in November 2019 from R.C.
10 Willey (Model LFXS28968D /01 – Production Date: December 2018) in Nevada.

11 277. In September 2023, the refrigerator stopped cooling resulting in hundreds of
12 dollars' worth of spoiled foods/beverages which had to be thrown out, as well as other damages.

13 **DEBRA HARGON**

14 278. Plaintiff Hargon purchased a LG refrigerator in May 2021 from Manny's
15 Appliances (Model LRFCS25D3S /00 – Production date: April 2021) in New Hampshire.
16 Plaintiff also paid extra for an extended warranty.

17 279. In May 2023, the refrigerator stopped cooling resulting in hundreds of dollars'
18 worth of spoiled foods/beverages which had to be thrown out, as well as other damages. In June,
19 technicians were sent that replaced the compressor. The refrigerator worked for a week and again
20 stopped cooling, resulting in more spoiled food/beverages. Eventually, Plaintiff had no choice but
21 to obtain another refrigerator.
22

23 **BRYAN REESER**

24 280. Plaintiff Reeser purchased a LG refrigerator in 2017 from Home Depot (Model
25 LFXS29766S /01) in New Jersey.

26 281. Since 2020, the refrigerator has failed at least six times. In fact, the compressor
27 has been replaced twice. Each time the refrigerator stopped cooling, hundreds of dollars' worth
28 of spoiled foods/beverages have had to be thrown out, as well as other damages have been caused.

LAURA PURCELL

282. Plaintiff Purcell purchased a Kenmore refrigerator from Sears in May 2019 (Model 795.51823.411) in New Jersey.

283. In June 2023, the refrigerator stopped cooling resulting in hundreds of dollars' worth of spoiled foods/beverages which had to be thrown out, as well as other damages.

284. Plaintiff contacted Defendant Transform (Sears) and was forced to pay over \$550.00 for labor costs associated with replacing the compressor. Despite the repairs that were done, Plaintiff's refrigerator continues to have problems.

JUDITH NIKKI MCDONNELL

285. Plaintiff McDonnell purchased a Kenmore refrigerator from Sears in August 2021 (Model 111.60512912) in New York.

286. Less than one year later, in 2022, the refrigerator stopped cooling resulting in hundreds of dollars' worth of spoiled foods/beverages which had to be thrown out, as well as other damages. When Plaintiff called repair technician and provided the model number, they knew right away that the problem was the faulty compressor. She was advised by Defendant Transform (Sears) that the repair and replacement of the compressor was only half covered by warranty, forcing her to pay close to \$400.00 for the replacement of the compressor and repair of her one-year-old refrigerator.

VIRGINIA HETCHER

287. Plaintiff Hetcher purchased a LG refrigerator from Sears in approximately 2018 (Model LFXS246230 – Production Date: 2018) in New York.

288. Two years after purchase, the refrigerator stopped cooling resulting in hundreds of dollars' worth of spoiled foods/beverages which had to be thrown out, as well as other damages.

289. Since then, the refrigerator has failed and a technician has been sent by Defendant LG at least 6 times. In November 2022, a new compressor was installed. Plaintiff is disabled and each time she would call Defendant LG for help with her refrigerator, they would tell her to go

1 watch videos or step on a stool to tell them her model number, all things which are extremely
2 difficult for her given her age and disability.

3
4 **ELLEN S. MITCHELL**

5 290. Plaintiff Mitchell purchased a LG refrigerator from Home Depot in July 2017
6 (Model LMXC23796D /00 – production date: April 2017) in New York.

7 291. In September 2023, the refrigerator stopped cooling resulting in hundreds of
8 dollars' worth of spoiled foods/beverages which had to be thrown out, as well as other damages.

9 292. Defendant LG told Plaintiff that it would not cover the cost of the labor which
10 would cost over one thousand five hundred dollars, per quotes received from repair technicians
11 around Plaintiff.

12 **ANNETTE RALLO**

13 293. Plaintiff Rallo purchased a LG refrigerator from Home Depot in 2018 (Model
14 LMXC24796S /00 – production date: July 2018) in North Carolina.

15 294. In January 2023, the refrigerator stopped cooling resulting in hundreds of dollars'
16 worth of spoiled foods/beverages which had to be thrown out, as well as other damages.
17 Defendant LG told Plaintiff that it would not cover the cost of the labor, forcing Plaintiff to pay
18 over \$1500 out of pocket for labor costs of replacing the compressor.

19 **MARIA JAMAL**

20 295. Plaintiff Jamal purchased a LG refrigerator from Home Depot in 2017 (Model
21 LSXS26366S /02 – production date: February 2017) in North Carolina. Plaintiff also purchased
22 an extended warranty through Home Depot.

23 296. Twice in 2019, the refrigerator stopped cooling resulting in hundreds of dollars'
24 worth of spoiled foods/beverages which had to be thrown out, as well as other damages. Through
25 the extended warranty, the compressor was replaced. However, again in April 2023, the
26 compressor stopped working, resulting in additional damages.
27
28

NOAH GORDON

297. Plaintiff Gordon purchased a LG refrigerator from Lowe's in July 2020 (Model LRDCS2603S /00) in North Carolina.

298. In December 2022, the refrigerator stopped cooling resulting in hundreds of dollars' worth of spoiled foods/beverages which had to be thrown out, as well as other damages. One of the reasons Plaintiff purchased the refrigerator was because an employee at Lowe's bragged about the linear compressors on the refrigerator he ended up purchasing.

299. After two months, the refrigerator was finally repaired and a new compressor was replaced with the old one. However, since then, the refrigerator has failed two more times and is currently not working.

SUSAN JUANITA-OWEN BROOKS

300. Plaintiff Brooks purchased a Kenmore refrigerator from Sears in October 2020 (Model 111.61209714) in North Carolina.

301. In August 2023, the refrigerator stopped cooling resulting in hundreds of dollars' worth of spoiled foods/beverages which had to be thrown out, as well as other damages.

TIM KIVLIN

302. Plaintiff Kivlin purchased a LG refrigerator from Pacific Kitchen & Home, owned by Defendant Best Buy, in September 2018 (Model LFXC24726S – production date: July 2018) in North Carolina.

303. In August 2023, the refrigerator stopped cooling resulting in hundreds of dollars' worth of spoiled foods/beverages which had to be thrown out, as well as other damages, including damage to Plaintiff's kitchen flooring which was damages from the water of the melted food/beverages.

304. Plaintiff's compressor was replaced by a technician sent by Defendant LG. The technician told Plaintiff that on average he replaced two compressors in these LG and Kenmore refrigerators and that he has probably replaced over 2000 LG compressors in the last four years.

BRIAN BOSTER

305. Plaintiff Boster purchased a house in 2020 which came equipped with a LG refrigerator (Model LFXS28566S /00 – Production Date: January 2018) in Ohio.

306. In May 2023, the refrigerator stopped cooling resulting in hundreds of dollars' worth of spoiled foods/beverages which had to be thrown out, as well as other damages. Plaintiff had to pay over \$550 for labor costs associated with replacing the compressor.

BRIAN STOFLINSKY

307. Plaintiff Stoflinsky purchased a Kenmore refrigerator from Sears, in May 2017 (Model 795.75043.610 – production date: May 2017) in Ohio.

308. In April 2022, the refrigerator stopped cooling resulting in hundreds of dollars' worth of spoiled foods/beverages which had to be thrown out, as well as other damages. He contacted Defendant Transform who told him they are fully aware that the compressor in his refrigerator is faulty. They also told him that there is a backlog for repairs and as such it would be weeks before someone could go out to his house. Plaintiff paid \$1,200 for the cost of a new compressor and the labor associated with installing it.

SAMANTHA KENYON

309. Plaintiff Kenyon purchased a house in March 2023 which came equipped with a Kenmore Elite refrigerator (Model 795.79022.310 – Production Date: July 2014) in Ohio.

310. In September 2023, the refrigerator stopped cooling resulting in hundreds of dollars' worth of spoiled foods/beverages which had to be thrown out, as well as other damages that were caused as a result.

ALAN JAMES MARSHALL

311. Plaintiff Marshall purchased a LG refrigerator from Dent & Ding Appliances in December 2018 (Model LSXS26336S – Production Date: 2018) in Oklahoma.

312. In January 2023, the refrigerator stopped cooling resulting in hundreds of dollars' worth of spoiled foods/beverages which had to be thrown out, as well as other damages. He used his home warranty to have someone come out and diagnose the problem. The technician that came

1 out advised him that the linear compressor of the refrigerator unit had to be replaced and that he
2 would have to pay approximately \$1,000.00 out of pocket. He had no choice but to pay this amount
3 in order for the compressor to be replaced. He was advised that despite the replacement of his
4 compressor, there was a high chance that it will likely fail again, even within a few months.

5
6 **PAULA J. BREEDLOVE**

7 313. Plaintiff Breedlove purchased a LG refrigerator from Lowe's in April 2019 (Model
8 LFXS26326S /02) in Oklahoma. Plaintiff also purchased an extended warranty through Lowe's
9 at the time of purchase.

10 314. In July 2023, the refrigerator stopped cooling resulting in hundreds of dollars'
11 worth of spoiled foods/beverages which had to be thrown out, as well as other damages.

12 315. Defendant LG was contacted multiple times but Plaintiff was advised each time
13 by Defendant LG that there are not technicians around her that would work on her refrigerator.
14 As such, Plaintiff has been unable to repair her refrigerator.

15 **ASHLEY SHRIVER**

16 316. Plaintiff Shriver purchased a LG refrigerator from Lowe's in early 2021 (Model
17 LFXS26973D /04) in Oklahoma. The refrigerator she purchased was brand new but open-box.

18 317. Less than one and half years later, in July 2022, the refrigerator stopped cooling
19 resulting in thousands of dollars' worth of spoiled foods/beverages that had just been purchased,
20 including for a 4th of July party of over 30 people, and other damages. After hours spent being on
21 the phone with Defendant LG, Plaintiff was not even offered repair services and was simply placed
22 on hold and not assisted. Plaintiff was forced to pay out of pocket for a technician to come out,
23 only to be told that the compressor had failed, and she would have to pay thousands of dollars to
24 get it repaired/replaced.

25
26 **DAVID NELSON**

27 318. Plaintiff Nelson purchased a LG refrigerator in December 2018 from Home Depot
28 (Model LSXS26336S /00 – Production Date: October 2018) in Oregon.

1 319. In July 2023, Plaintiff's refrigerator stopped cooling and all foods/beverages
2 within the refrigerator had spoiled and melted, resulting in hundreds of dollars worth of damage.
3 Defendant LG repaired his refrigerator and replaced the compressor. Defendant has not sent any
4 repairman despite Plaintiff having requested one numerous times, causing additional damages.
5

6 **LAUREN GILMER**

7 320. Plaintiff Gilmer purchased a LG refrigerator from an appliance store in May 2019
8 (Model LFXC24726S /03) in Oregon.

9 321. In March 2023, the refrigerator stopped cooling resulting in hundreds of dollars'
10 worth of spoiled foods/beverages which had to be thrown out, as well as other damages.

11 322. Plaintiff contacted Defendant LG and was told that it would be weeks before
12 someone could go out to her house. She asked if she could hire someone and get reimbursed for
13 it instead of waiting for LG's technicians and was told that she could do that. Plaintiff hired a
14 technician who charged her \$1150 for a new compressor and for labor. Since then she has called
15 Defendant LG numerous times to be refunded for the repair costs but has not been refunded.
16

17 **DAWN I. TAYLOR**

18 323. Plaintiff Taylor purchased a LG refrigerator from Lowe's in November 2018
19 (Model LSXS26386D /02 – Production Date: August 2018) in Pennsylvania.

20 324. In May 2023, the refrigerator stopped cooling resulting in hundreds of dollars'
21 worth of spoiled foods/beverages which had to be thrown out, as well as other damages. Despite
22 two new compressors haven't been replaced with the old on, the refrigerator is still not working
23 and Plaintiff has been told that her unit is unfixable.

24 **PHILIP MARTIN**

25 325. Plaintiff Martin purchased a Kenmore refrigerator from Sears in November 2017
26 (Model 795.72493.611-Production date: June 2017) in Pennsylvania.

27 326. In February 2022, the refrigerator stopped cooling resulting in hundreds of dollars'
28 worth of spoiled foods/beverages which had to be thrown out, as well as other damages. Plaintiff
was quoted over \$1,100 for repair costs and did not repair his refrigerator. He was charged \$149

1 diagnostic fee by Defendant Transform, only to be told that the compressor needs to be replaced.
2 He had no choice but to purchase a new refrigerator.

3
4 **ROXANN TYGER**

5 327. Plaintiff Tyger purchased a Kenmore Elite refrigerator from Sears in March 2016
6 (Model 795.74025.411-Production date: October 2015) in Pennsylvania.

7 328. In August 2023, the refrigerator stopped cooling resulting in hundreds of dollars'
8 worth of spoiled foods/beverages which had to be thrown out, as well as other damages. Plaintiff
9 did not wish to spend over a thousand dollars on repair costs as a repairman told her it was a
10 compressor issue. As such, she had no choice but to purchase a new refrigerator.

11 **TAMMY ALBERTELLI**

12 329. Plaintiff Albertelli purchased a Kenmore refrigerator from Sears in 2019 (Model
13 795.51833.413 - Production date: April 2019) in Pennsylvania.

14 330. In September 2023, the refrigerator stopped cooling resulting in hundreds of
15 dollars' worth of spoiled foods/beverages which had to be thrown out, as well as other damages.
16 Plaintiff did not wish to spend over a thousand dollars on repair costs as a repair man told her it
17 was a compressor issue. As such, she had no choice but to purchase a new refrigerator.

18 **MARINDA PARKS**

19 331. Plaintiff Parks purchased a Kenmore Elite refrigerator from Sears in 2016,
20 delivered in 2017 (Model 795.73165.610) in South Dakota.

21 332. In February 2022, the refrigerator stopped cooling resulting in hundreds of dollars'
22 worth of spoiled foods/beverages which had to be thrown out, as well as other damages. Plaintiff
23 paid over \$700 for repair costs to replace the compressor.

24 **BENETTA GILLILAND**

25 333. Plaintiff Gilliland purchased a LG refrigerator from Lowe's in May 2020 (Model
26 LMXS28596S /01) in Tennessee.

27 334. In approximately April 2023, the refrigerator stopped cooling resulting in
28 hundreds of dollars' worth of spoiled foods/beverages which had to be thrown out, as well as

1 other damages. Plaintiff's refrigerator and compressor were not fixed until July 2023 as LG could
2 not find a technician to fix her refrigerator.

3
4 **JOANNA MORSE**

5 335. Plaintiff Morse purchased a Kenmore Elite refrigerator from Sears in July 2020
6 (Model 795.74307.810 – Production Date: November 2018) in Tennessee.

7 336. In June 2023, the refrigerator stopped cooling resulting in hundreds of dollars'
8 worth of spoiled foods/beverages which had to be thrown out, as well as other damages. Plaintiff
9 was told that there is warranty to cover the repairs on her refrigerator. As such, she had no choice
10 but to purchase a new refrigerator.

11 **ANTHONY MILLER**

12 337. Plaintiff Miller purchased a LG refrigerator from Home Depot in late 2017 (Model
13 LMXS30776S /03 – Production Date: August 2017) in Texas.

14 338. In approximately March 2023, the refrigerator stopped cooling resulting in
15 hundreds of dollars' worth of spoiled foods/beverages which had to be thrown out, as well as
16 other damages. Defendant LG covered the compressor but not the labor costs, which had to be
17 paid out of pocket. The refrigerator's compressor again died for a second time in approximately
18 May 2023. Plaintiff again had to pay out of pocket for the labor costs to get his refrigerator fixed.

19 **BERNICE GERBO**

20 339. Plaintiff Gerbo purchased a LG refrigerator from Lowe's in August 2017 (Model
21 LMXS30796 – Production Date: July 2017) in Texas.

22 340. In May 2023, the refrigerator stopped cooling resulting in hundreds of dollars'
23 worth of spoiled foods/beverages which had to be thrown out, as well as other damages. A week
24 later, Defendant LG sent a technician who replaced Plaintiff's compressor and told her it could
25 be up to 48 hours before her refrigerator works again. However, days passed and her refrigerator
26 still did not cool. As such, she had no choice but to purchase a new refrigerator.
27
28

DONALD WARD

341. Plaintiff Ward purchased a LG refrigerator from Home Depot in 2017 (Model LFXS30766D /01 – Production Date: August 2016) in Texas.

342. In 2020, the refrigerator stopped cooling resulting in hundreds of dollars’ worth of spoiled foods/beverages which had to be thrown out, as well as other damages. The compressor of the refrigerator has been replaced at least once since, and there continues to be ongoing issues with the refrigerator’s ice maker.

ELI JORDAN

343. Plaintiff Jordan purchased a Kenmore refrigerator from Defendant Transform (Sears) in December 2020 (Model 111.75505020) in Texas.

344. In August 2023, the refrigerator stopped cooling resulting in hundreds of dollars’ worth of spoiled foods/beverages which had to be thrown out, as well as other damages. Plaintiff has tried numerous times to reach Defendant Transform to obtain help, however, no one will respond or return his calls. Moreover, this is the second Kenmore refrigerator he has purchased which has completely failed.

JACQUELYN JOHNSON

345. Plaintiff Johnson purchased a LG refrigerator from an appliance store in September 2018 (Model LFXS29766S /01 – Production Date: April 2018) in Texas.

346. In August 2023, the refrigerator stopped cooling resulting in hundreds of dollars’ worth of spoiled foods/beverages which had to be thrown out, as well as other damages. A technician was sent from her home warranty who told her that her compressor would need to be replaced.

JEMILAT SULEIMAN

347. Plaintiff Suleiman purchased a LG refrigerator from an appliance store in November 2016 (Model LMXS30776S /03 – Production Date: September 2016) in Texas.

348. In 2021, the refrigerator stopped cooling resulting in hundreds of dollars’ worth of spoiled foods/beverages which had to be thrown out, as well as other damages. Despite paying

multiple times for repair costs, the refrigerator was not fixed. As such, she had no choice but to pay for a brand new refrigerator.

MARVIN MCANDERSON

349. Plaintiff McAnderson purchased two LG refrigerator from JC Pennys and another appliance store. The first was purchased in February 2016 (Model LSXS26326S) and the second was purchased in October 2018 (Model LSXS263660). Plaintiff is a resident of Texas.

350. Both of Plaintiff's refrigerators have failed due to defective compressors resulting in hundreds of dollars' worth of spoiled foods/beverages which had to be thrown out, as well as other damages, including but not limited to, clean up fees. Most recently, in 2023, his second refrigerator that was purchased in 2018 stopped cooling. Defendant LG replaced the compressor.

MONICA MARTIN

351. Plaintiff Martin purchased a Kenmore Elite French Door refrigerator from Sears in September 2018 in Texas.

352. In 2021, the refrigerator stopped cooling resulting in hundreds of dollars' worth of spoiled foods/beverages which had to be thrown out, as well as other damages. A technician was sent by Defendant Transform who told her that her compressor would need to be replaced, which would cost her between \$800 to \$1,200 for repairs. Plaintiff chose not to repair her refrigerator, and had no choice but to buy a new refrigerator.

RAFAEL GARCIA

353. Plaintiff Garcia purchased a LG refrigerator from Costco in October 2017 (Model LMXS28626S /00 – Production Date: October 2017) in Texas.

354. In April 2023, the refrigerator stopped cooling resulting in hundreds of dollars' worth of spoiled foods/beverages which had to be thrown out, as well as other damages. A technician was sent by Defendant LG who replaced the compressor, for which he had to pay over \$500 in labor costs. However, in July 2023 and again August 2023, the refrigerator stopped cooling, and a technician was sent. Eventually, Plaintiff was told that his refrigerator is not repairable. As such, he had no choice but to buy a new refrigerator.

VIRGINIA HUBBARD

355. Plaintiff Hubbard purchased a LG refrigerator from Sears in 2017 (Model LFXS30766S /00 – Production Date: June 2014) in Texas.

356. In August 2023, the refrigerator stopped cooling resulting in hundreds of dollars' worth of spoiled foods/beverages which had to be thrown out, as well as other damages. Plaintiff was told that she would have to wait for a new compressor to be ordered, which could take weeks. She was also told that she would have to pay out of pocket for the labor costs if she decides to replace her compressor.

JOHN L. COOK

357. Plaintiff Cook purchased a Kenmore Elite refrigerator from Sears in 2015 (Model 795.74015.411– Production Date: May 2015) in Texas.

358. In May 2022, the refrigerator stopped cooling resulting in hundreds of dollars' worth of spoiled foods/beverages which had to be thrown out, as well as other damages. Plaintiff was also told that he would have to pay over \$1,500 for repair costs to have a new compressor installed. As such, and given the high cost of repairing his refrigerator, he had no choice but to buy a new refrigerator.

JOSHUA SMITH

359. Plaintiff Smith purchased a LG refrigerator from Lowe's in July 2023 (Model LRFLC2706S /00 – Production Date: November 2022) in Texas.

360. In August 2023, the refrigerator stopped cooling resulting in hundreds of dollars' worth of spoiled foods/beverages which had to be thrown out, as well as other damages. Plaintiff has been told that the compressor in his new refrigerator is faulty and needs to be replaced.

KENT MUNSCH

361. Plaintiff Munsch purchased a LG refrigerator from Home Depot in 2018 (Model LSXS26336S /00 – Production Date: January 2018) in Texas.

362. In August 2023, the refrigerator stopped cooling resulting in hundreds of dollars' worth of spoiled foods/beverages which had to be thrown out, as well as other damages. Plaintiff

1 was told that the compressor in his refrigerator would need to be replaced. As such, and given the
2 high cost of repairing his refrigerator, he had no choice but to buy a new refrigerator.

3
4 **DANIEL LEMUS**

5 363. Plaintiff Lemus purchased a LG refrigerator from Home Depot in July 2022
6 (Model LRMD53006S /01 – Production Date: January 2022) in Texas.

7 364. In July 2023, the refrigerator stopped cooling resulting in hundreds of dollars’
8 worth of spoiled foods/beverages which had to be thrown out, as well as other damages. Plaintiff
9 was told that the compressor in his refrigerator would need to be replaced, which Defendant
10 replaced in September 2023.

11 **SCOTT MITCHELL**

12 365. Plaintiff Mitchell purchased a LG refrigerator from Costco in May 2019 (Model
13 LMXS28626S /01 – Production Date: March 2019) in Virginia.

14 366. In January 2023, the refrigerator stopped cooling resulting in hundreds of dollars’
15 worth of spoiled foods/beverages which had to be thrown out, as well as other damages.
16 Defendant LG sent a technician who told Plaintiff the compressor in his refrigerator would need
17 to be replaced. However, the technician would not replace the compressor unless Plaintiff paid
18 him out of pocket that day, and then tried to get reimbursed from Defendant LG. The technician
19 sent by Defendant LG told Plaintiff that Defendant LG was not paying their invoices. Plaintiff
20 had no choice but to pay the technician so that he could have a working refrigerator.

21 **DARRELL SCHULTZ**

22 367. Plaintiff Schultz purchased a LG refrigerator from Lowe’s in June 2018, which
23 was delivered in September 2018, (Model LFXS28968D /00 – Production Date: May 2018) in
24 Virginia.

25 368. In September 2023, the refrigerator stopped cooling resulting in hundreds of
26 dollars’ worth of spoiled foods/beverages which had to be thrown out, as well as other damages.
27
28

HAMID KOOHPAI

369. Plaintiff Koohpai purchased a LG refrigerator from Costco in November 2018 (Model LMXC23796S/00 – Production Date: September 2018) in Washington State.

370. Less than 2 and half years later, in 2021, the refrigerator stopped cooling resulting in hundreds of dollars worth of spoiled foods/beverages which had to be thrown out, as well as other damages.

371. Plaintiff Koohpai and his wife called LG's customer service every week for over two months in order to receive assistance and reimbursement for their refrigerator and each time they were asked to send the refrigerator's sticker and their purchase receipt so that a request for reimbursement could be submitted. Plaintiff Koohpai submitted the requested sticker and receipt over five times and was eventually advised that the request for reimbursement had been submitted on his behalf. Each time he requested a repairman be sent to repair the refrigerator, he and his wife were told that LG does not have any available repair technicians in their area. In September 2021, Plaintiff was told that he should wait for LG's response with regards to a request for a replacement or refund. As he did not hear anything back, his wife followed up with LG several more times, and each time she was on hold for over an hour only to be told that the Return Authorization Department had not received their request from customer service.

372. After three months of calling and requesting service, no such service was ever provided. Despite being provided multiple case numbers by LG, having complained for over three months through tens of telephone calls and text messages, no repair technician was sent by LG nor was Plaintiff provided a replacement or a refund for the refrigerator unit.

RONALD MCDUGAL

373. Plaintiff McDougal purchased a LG refrigerator from Lowe's in approximately 2014 (Model LMXS30746S/00 – Production Date: October 2014) in Washington.

374. In May 2022, the refrigerator stopped cooling resulting in hundreds of dollars worth of spoiled foods/beverages which had to be thrown out, as well as other damages. He contacted LG who sent a technician that diagnosed the problem as being the compressor. The technician

1 advised that the compressor would have to be replaced. Plaintiff McDougal immediately contacted
2 LG to schedule the actual repair of the refrigerator. After multiple canceled appointments, and
3 four months of constantly contacting LG, it was agreed that LG would send a technician to replace
4 the compressor. Plaintiff had to pay \$400.00 out of pocket for the labor associated with replacing
5 the compressor. Despite this, three (3) days after the compressor was replaced, it went out again
6 and the refrigerator/freezer stopped cooling.
7

8 375. Plaintiff continued contacting LG in order to a working compressor installed in his
9 refrigerator, but no such installment took place. LG merely sent another technician who advised
10 him that the new compressor would also have to be replaced, something he already knew. No
11 further work was done by LG and Plaintiff was forced out of desperation to purchase a new
12 refrigerator.

13 **EILEEN PERKINS**

14 376. Plaintiff Perkins purchased a LG refrigerator from Lowe's (Model LSXS26386S
15 /00 – Production Date: October 2015) in Washington.

16 377. In late 2020, the refrigerator stopped cooling resulting in hundreds of dollars worth
17 of spoiled foods/beverages which had to be thrown out, as well as other damages. Defendant LG
18 replaced the compressor, however, as of September 2023, the refrigerator's compressor has again
19 failed as it has stopped cooling resulting in spoiled foods/beverages, as well as other damages.
20

21 **CLASS ACTION ALLEGATIONS**

22 378. As further stated herein as to the following claims, Plaintiffs bring their causes of
23 action on behalf of themselves and all others similarly situated, and certification of this class
24 action is appropriate under California *Code of Civil Procedure* section 382 and California *Civil*
25 *Code* section 1781, because the questions of law or fact common to the respective Class members
26 predominate over questions of law or fact affecting only individual members.

27 379. Plaintiffs seek certification of the **Nationwide Class**: All persons in the United
28 States who purchased, other than for resale, a Kenmore branded or a LG branded Refrigerator from

1 LG, Transform or any other authorized retailers, including but not limited to Sears, Best Buy,
2 Costco, Lowe's or Home Depot, which was manufactured between January 1, 2018 and the present.

3
4 380. As a second and separate class, Plaintiffs seek certification of a second **Nationwide**
5 **Class**: All persons in the United States who purchased, other than for resale, a Kenmore branded or
6 a LG branded Refrigerator from LG, Transform or any other authorized retailer, including but not
7 limited to Sears, Best Buy, Costco, Lowe's or Home Depot, which was manufactured prior to
8 December 31, 2017, and which had a no-cooling event after September 2020.

9 381. In addition and/or in the alternative, Plaintiffs seek certification of the following
10 State class:

11 **Alabama Class**: All persons in California who purchased, other than for resale, a Kenmore
12 branded or a LG branded refrigerator from LG, Transform or any other authorized retailers,
13 including but not limited to Sears, Best Buy, Costco, Lowe's or Home Depot, which was
14 manufactured between January 1, 2018 and the present.

15 As a second, and separate **Alabama Class**: All persons in California who purchased, other
16 than for resale, a Kenmore branded or a LG branded refrigerator from LG, Transform or any other
17 authorized retailer, including but not limited to Sears, Best Buy, Costco, Lowe's or Home Depot,
18 which was manufactured prior to December 31, 2017, and which had a no-cooling event after
19 September 2020.

20 **Arizona Class**: All persons in California who purchased, other than for resale, a Kenmore
21 branded or a LG branded refrigerator from LG, Transform or any other authorized retailers,
22 including but not limited to Sears, Best Buy, Costco, Lowe's or Home Depot, which was
23 manufactured between January 1, 2018 and the present.

24 As a second, and separate **Arizona Class**: All persons in California who purchased, other
25 than for resale, a Kenmore branded or a LG branded refrigerator from LG, Transform or any other
26 authorized retailer, including but not limited to Sears, Best Buy, Costco, Lowe's or Home Depot,
27 which was manufactured prior to December 31, 2017, and which had a no-cooling event after
28 September 2020.

1 **Arkansas Class:** All persons in California who purchased, other than for resale, a Kenmore
2 branded or a LG branded refrigerator from LG, Transform or any other authorized retailers,
3 including but not limited to Sears, Best Buy, Costco, Lowe's or Home Depot, which was
4 manufactured between January 1, 2018 and the present.
5

6 As a second, and separate **Arkansas Class:** All persons in California who purchased, other
7 than for resale, a Kenmore branded or a LG branded refrigerator from LG, Transform or any other
8 authorized retailer, including but not limited to Sears, Best Buy, Costco, Lowe's or Home Depot,
9 which was manufactured prior to December 31, 2017, and which had a no-cooling event after
10 September 2020.

11 **California Class:** All persons in California who purchased, other than for resale, a
12 Kenmore branded or a LG branded refrigerator from LG, Transform or any other authorized
13 retailers, including but not limited to Sears, Best Buy, Costco, Lowe's or Home Depot, which was
14 manufactured between January 1, 2018 and the present.

15 As a second, and separate **California Class:** All persons in California who purchased, other
16 than for resale, a Kenmore branded or a LG branded refrigerator from LG, Transform or any other
17 authorized retailer, including but not limited to Sears, Best Buy, Costco, Lowe's or Home Depot,
18 which was manufactured prior to December 31, 2017, and which had a no-cooling event after
19 September 2020.

20 **Colorado Class:** All persons in California who purchased, other than for resale, a Kenmore
21 branded or a LG branded refrigerator from LG, Transform or any other authorized retailers,
22 including but not limited to Sears, Best Buy, Costco, Lowe's or Home Depot, which was
23 manufactured between January 1, 2018 and the present.
24

25 As a second, and separate **Colorado Class:** All persons in California who purchased, other
26 than for resale, a Kenmore branded or a LG branded refrigerator from LG, Transform or any other
27 authorized retailer, including but not limited to Sears, Best Buy, Costco, Lowe's or Home Depot,
28 which was manufactured prior to December 31, 2017, and which had a no-cooling event after
September 2020.

1 **Florida Class:** All persons in California who purchased, other than for resale, a Kenmore
2 branded or a LG branded refrigerator from LG, Transform or any other authorized retailers,
3 including but not limited to Sears, Best Buy, Costco, Lowe's or Home Depot, which was
4 manufactured between January 1, 2018 and the present.
5

6 As a second, and separate **Florida Class:** All persons in California who purchased, other
7 than for resale, a Kenmore branded or a LG branded refrigerator from LG, Transform or any other
8 authorized retailer, including but not limited to Sears, Best Buy, Costco, Lowe's or Home Depot,
9 which was manufactured prior to December 31, 2017, and which had a no-cooling event after
10 September 2020.

11 **Georgia Class:** All persons in California who purchased, other than for resale, a Kenmore
12 branded or a LG branded refrigerator from LG, Transform or any other authorized retailers,
13 including but not limited to Sears, Best Buy, Costco, Lowe's or Home Depot, which was
14 manufactured between January 1, 2018 and the present.

15 As a second, and separate **Georgia Class:** All persons in California who purchased, other
16 than for resale, a Kenmore branded or a LG branded refrigerator from LG, Transform or any other
17 authorized retailer, including but not limited to Sears, Best Buy, Costco, Lowe's or Home Depot,
18 which was manufactured prior to December 31, 2017, and which had a no-cooling event after
19 September 2020.

20 **Hawaii Class:** All persons in California who purchased, other than for resale, a Kenmore
21 branded or a LG branded refrigerator from LG, Transform or any other authorized retailers,
22 including but not limited to Sears, Best Buy, Costco, Lowe's or Home Depot, which was
23 manufactured between January 1, 2018 and the present.
24

25 As a second, and separate **Hawaii Class:** All persons in California who purchased, other
26 than for resale, a Kenmore branded or a LG branded refrigerator from LG, Transform or any other
27 authorized retailer, including but not limited to Sears, Best Buy, Costco, Lowe's or Home Depot,
28 which was manufactured prior to December 31, 2017, and which had a no-cooling event after
September 2020.

1 **Idaho Class:** All persons in California who purchased, other than for resale, a Kenmore
2 branded or a LG branded refrigerator from LG, Transform or any other authorized retailers,
3 including but not limited to Sears, Best Buy, Costco, Lowe's or Home Depot, which was
4 manufactured between January 1, 2018 and the present.
5

6 As a second, and separate **Idaho Class:** All persons in California who purchased, other than
7 for resale, a Kenmore branded or a LG branded refrigerator from LG, Transform or any other
8 authorized retailer, including but not limited to Sears, Best Buy, Costco, Lowe's or Home Depot,
9 which was manufactured prior to December 31, 2017, and which had a no-cooling event after
10 September 2020.

11 **Illinois Class:** All persons in California who purchased, other than for resale, a Kenmore
12 branded or a LG branded refrigerator from LG, Transform or any other authorized retailers,
13 including but not limited to Sears, Best Buy, Costco, Lowe's or Home Depot, which was
14 manufactured between January 1, 2018 and the present.

15 As a second, and separate **Illinois Class:** All persons in California who purchased, other
16 than for resale, a Kenmore branded or a LG branded refrigerator from LG, Transform or any other
17 authorized retailer, including but not limited to Sears, Best Buy, Costco, Lowe's or Home Depot,
18 which was manufactured prior to December 31, 2017, and which had a no-cooling event after
19 September 2020.

20 **Indiana Class:** All persons in California who purchased, other than for resale, a Kenmore
21 branded or a LG branded refrigerator from LG, Transform or any other authorized retailers,
22 including but not limited to Sears, Best Buy, Costco, Lowe's or Home Depot, which was
23 manufactured between January 1, 2018 and the present.
24

25 As a second, and separate **Indiana Class:** All persons in California who purchased, other
26 than for resale, a Kenmore branded or a LG branded refrigerator from LG, Transform or any other
27 authorized retailer, including but not limited to Sears, Best Buy, Costco, Lowe's or Home Depot,
28 which was manufactured prior to December 31, 2017, and which had a no-cooling event after
September 2020.

1 **Kentucky Class:** All persons in California who purchased, other than for resale, a Kenmore
2 branded or a LG branded refrigerator from LG, Transform or any other authorized retailers,
3 including but not limited to Sears, Best Buy, Costco, Lowe's or Home Depot, which was
4 manufactured between January 1, 2018 and the present.
5

6 As a second, and separate **Kentucky Class:** All persons in California who purchased, other
7 than for resale, a Kenmore branded or a LG branded refrigerator from LG, Transform or any other
8 authorized retailer, including but not limited to Sears, Best Buy, Costco, Lowe's or Home Depot,
9 which was manufactured prior to December 31, 2017, and which had a no-cooling event after
10 September 2020.

11 **Louisiana Class:** All persons in California who purchased, other than for resale, a Kenmore
12 branded or a LG branded refrigerator from LG, Transform or any other authorized retailers,
13 including but not limited to Sears, Best Buy, Costco, Lowe's or Home Depot, which was
14 manufactured between January 1, 2018 and the present.

15 As a second, and separate **Louisiana Class:** All persons in California who purchased, other
16 than for resale, a Kenmore branded or a LG branded refrigerator from LG, Transform or any other
17 authorized retailer, including but not limited to Sears, Best Buy, Costco, Lowe's or Home Depot,
18 which was manufactured prior to December 31, 2017, and which had a no-cooling event after
19 September 2020.

20 **Maryland Class:** All persons in California who purchased, other than for resale, a Kenmore
21 branded or a LG branded refrigerator from LG, Transform or any other authorized retailers,
22 including but not limited to Sears, Best Buy, Costco, Lowe's or Home Depot, which was
23 manufactured between January 1, 2018 and the present.
24

25 As a second, and separate **Maryland Class:** All persons in California who purchased, other
26 than for resale, a Kenmore branded or a LG branded refrigerator from LG, Transform or any other
27 authorized retailer, including but not limited to Sears, Best Buy, Costco, Lowe's or Home Depot,
28 which was manufactured prior to December 31, 2017, and which had a no-cooling event after
September 2020.

1 **Massachusetts Class:** All persons in California who purchased, other than for resale, a
2 Kenmore branded or a LG branded refrigerator from LG, Transform or any other authorized
3 retailers, including but not limited to Sears, Best Buy, Costco, Lowe's or Home Depot, which was
4 manufactured between January 1, 2018 and the present.
5

6 As a second, and separate **Massachusetts Class:** All persons in California who purchased,
7 other than for resale, a Kenmore branded or a LG branded refrigerator from LG, Transform or any
8 other authorized retailer, including but not limited to Sears, Best Buy, Costco, Lowe's or Home
9 Depot, which was manufactured prior to December 31, 2017, and which had a no-cooling event
10 after September 2020.

11 **Michigan Class:** All persons in California who purchased, other than for resale, a Kenmore
12 branded or a LG branded refrigerator from LG, Transform or any other authorized retailers,
13 including but not limited to Sears, Best Buy, Costco, Lowe's or Home Depot, which was
14 manufactured between January 1, 2018 and the present.

15 As a second, and separate **Michigan Class:** All persons in California who purchased, other
16 than for resale, a Kenmore branded or a LG branded refrigerator from LG, Transform or any other
17 authorized retailer, including but not limited to Sears, Best Buy, Costco, Lowe's or Home Depot,
18 which was manufactured prior to December 31, 2017, and which had a no-cooling event after
19 September 2020.

20 **Minnesota Class:** All persons in California who purchased, other than for resale, a
21 Kenmore branded or a LG branded refrigerator from LG, Transform or any other authorized
22 retailers, including but not limited to Sears, Best Buy, Costco, Lowe's or Home Depot, which was
23 manufactured between January 1, 2018 and the present.
24

25 As a second, and separate **Minnesota Class:** All persons in California who purchased, other
26 than for resale, a Kenmore branded or a LG branded refrigerator from LG, Transform or any other
27 authorized retailer, including but not limited to Sears, Best Buy, Costco, Lowe's or Home Depot,
28 which was manufactured prior to December 31, 2017, and which had a no-cooling event after
September 2020.

1 **Mississippi Class:** All persons in California who purchased, other than for resale, a
2 Kenmore branded or a LG branded refrigerator from LG, Transform or any other authorized
3 retailers, including but not limited to Sears, Best Buy, Costco, Lowe's or Home Depot, which was
4 manufactured between January 1, 2018 and the present.
5

6 As a second, and separate **Mississippi Class:** All persons in California who purchased, other
7 than for resale, a Kenmore branded or a LG branded refrigerator from LG, Transform or any other
8 authorized retailer, including but not limited to Sears, Best Buy, Costco, Lowe's or Home Depot,
9 which was manufactured prior to December 31, 2017, and which had a no-cooling event after
10 September 2020.

11 **Missouri Class:** All persons in California who purchased, other than for resale, a Kenmore
12 branded or a LG branded refrigerator from LG, Transform or any other authorized retailers,
13 including but not limited to Sears, Best Buy, Costco, Lowe's or Home Depot, which was
14 manufactured between January 1, 2018 and the present.

15 As a second, and separate **Missouri Class:** All persons in California who purchased, other
16 than for resale, a Kenmore branded or a LG branded refrigerator from LG, Transform or any other
17 authorized retailer, including but not limited to Sears, Best Buy, Costco, Lowe's or Home Depot,
18 which was manufactured prior to December 31, 2017, and which had a no-cooling event after
19 September 2020.

20 **Nevada Class:** All persons in California who purchased, other than for resale, a Kenmore
21 branded or a LG branded refrigerator from LG, Transform or any other authorized retailers,
22 including but not limited to Sears, Best Buy, Costco, Lowe's or Home Depot, which was
23 manufactured between January 1, 2018 and the present.
24

25 As a second, and separate **Nevada Class:** All persons in California who purchased, other
26 than for resale, a Kenmore branded or a LG branded refrigerator from LG, Transform or any other
27 authorized retailer, including but not limited to Sears, Best Buy, Costco, Lowe's or Home Depot,
28 which was manufactured prior to December 31, 2017, and which had a no-cooling event after
September 2020.

1 **New Hampshire Class:** All persons in California who purchased, other than for resale, a
2 Kenmore branded or a LG branded refrigerator from LG, Transform or any other authorized
3 retailers, including but not limited to Sears, Best Buy, Costco, Lowe's or Home Depot, which was
4 manufactured between January 1, 2018 and the present.
5

6 As a second, and separate **New Hampshire Class:** All persons in California who purchased,
7 other than for resale, a Kenmore branded or a LG branded refrigerator from LG, Transform or any
8 other authorized retailer, including but not limited to Sears, Best Buy, Costco, Lowe's or Home
9 Depot, which was manufactured prior to December 31, 2017, and which had a no-cooling event
10 after September 2020.

11 **New Jersey Class:** All persons in California who purchased, other than for resale, a
12 Kenmore branded or a LG branded refrigerator from LG, Transform or any other authorized
13 retailers, including but not limited to Sears, Best Buy, Costco, Lowe's or Home Depot, which was
14 manufactured between January 1, 2018 and the present.

15 As a second, and separate **New Jersey Class:** All persons in California who purchased,
16 other than for resale, a Kenmore branded or a LG branded refrigerator from LG, Transform or any
17 other authorized retailer, including but not limited to Sears, Best Buy, Costco, Lowe's or Home
18 Depot, which was manufactured prior to December 31, 2017, and which had a no-cooling event
19 after September 2020.

20 **New York Class:** All persons in California who purchased, other than for resale, a Kenmore
21 branded or a LG branded refrigerator from LG, Transform or any other authorized retailers,
22 including but not limited to Sears, Best Buy, Costco, Lowe's or Home Depot, which was
23 manufactured between January 1, 2018 and the present.
24

25 As a second, and separate **New York Class:** All persons in California who purchased, other
26 than for resale, a Kenmore branded or a LG branded refrigerator from LG, Transform or any other
27 authorized retailer, including but not limited to Sears, Best Buy, Costco, Lowe's or Home Depot,
28 which was manufactured prior to December 31, 2017, and which had a no-cooling event after
September 2020.

1 **North Carolina Class:** All persons in California who purchased, other than for resale, a
2 Kenmore branded or a LG branded refrigerator from LG, Transform or any other authorized
3 retailers, including but not limited to Sears, Best Buy, Costco, Lowe's or Home Depot, which was
4 manufactured between January 1, 2018 and the present.
5

6 As a second, and separate **North Carolina Class:** All persons in California who purchased,
7 other than for resale, a Kenmore branded or a LG branded refrigerator from LG, Transform or any
8 other authorized retailer, including but not limited to Sears, Best Buy, Costco, Lowe's or Home
9 Depot, which was manufactured prior to December 31, 2017, and which had a no-cooling event
10 after September 2020.

11 **Ohio Class:** All persons in California who purchased, other than for resale, a Kenmore
12 branded or a LG branded refrigerator from LG, Transform or any other authorized retailers,
13 including but not limited to Sears, Best Buy, Costco, Lowe's or Home Depot, which was
14 manufactured between January 1, 2018 and the present.

15 As a second, and separate **Ohio Class:** All persons in California who purchased, other than
16 for resale, a Kenmore branded or a LG branded refrigerator from LG, Transform or any other
17 authorized retailer, including but not limited to Sears, Best Buy, Costco, Lowe's or Home Depot,
18 which was manufactured prior to December 31, 2017, and which had a no-cooling event after
19 September 2020.

20 **Oklahoma Class:** All persons in California who purchased, other than for resale, a
21 Kenmore branded or a LG branded refrigerator from LG, Transform or any other authorized
22 retailers, including but not limited to Sears, Best Buy, Costco, Lowe's or Home Depot, which was
23 manufactured between January 1, 2018 and the present.
24

25 As a second, and separate **Oklahoma Class:** All persons in California who purchased, other
26 than for resale, a Kenmore branded or a LG branded refrigerator from LG, Transform or any other
27 authorized retailer, including but not limited to Sears, Best Buy, Costco, Lowe's or Home Depot,
28 which was manufactured prior to December 31, 2017, and which had a no-cooling event after
September 2020.

1 **Oregon Class:** All persons in California who purchased, other than for resale, a Kenmore
2 branded or a LG branded refrigerator from LG, Transform or any other authorized retailers,
3 including but not limited to Sears, Best Buy, Costco, Lowe's or Home Depot, which was
4 manufactured between January 1, 2018 and the present.
5

6 As a second, and separate **Oregon Class:** All persons in California who purchased, other
7 than for resale, a Kenmore branded or a LG branded refrigerator from LG, Transform or any other
8 authorized retailer, including but not limited to Sears, Best Buy, Costco, Lowe's or Home Depot,
9 which was manufactured prior to December 31, 2017, and which had a no-cooling event after
10 September 2020.

11 **Pennsylvania Class:** All persons in California who purchased, other than for resale, a
12 Kenmore branded or a LG branded refrigerator from LG, Transform or any other authorized
13 retailers, including but not limited to Sears, Best Buy, Costco, Lowe's or Home Depot, which was
14 manufactured between January 1, 2018 and the present.

15 As a second, and separate **Pennsylvania Class:** All persons in California who purchased,
16 other than for resale, a Kenmore branded or a LG branded refrigerator from LG, Transform or any
17 other authorized retailer, including but not limited to Sears, Best Buy, Costco, Lowe's or Home
18 Depot, which was manufactured prior to December 31, 2017, and which had a no-cooling event
19 after September 2020.

20 **South Dakota Class:** All persons in California who purchased, other than for resale, a
21 Kenmore branded or a LG branded refrigerator from LG, Transform or any other authorized
22 retailers, including but not limited to Sears, Best Buy, Costco, Lowe's or Home Depot, which was
23 manufactured between January 1, 2018 and the present.
24

25 As a second, and separate **South Dakota Class:** All persons in California who purchased,
26 other than for resale, a Kenmore branded or a LG branded refrigerator from LG, Transform or any
27 other authorized retailer, including but not limited to Sears, Best Buy, Costco, Lowe's or Home
28 Depot, which was manufactured prior to December 31, 2017, and which had a no-cooling event
after September 2020.

1 **Tennessee Class:** All persons in California who purchased, other than for resale, a Kenmore
2 branded or a LG branded refrigerator from LG, Transform or any other authorized retailers,
3 including but not limited to Sears, Best Buy, Costco, Lowe's or Home Depot, which was
4 manufactured between January 1, 2018 and the present.
5

6 As a second, and separate **Tennessee Class:** All persons in California who purchased, other
7 than for resale, a Kenmore branded or a LG branded refrigerator from LG, Transform or any other
8 authorized retailer, including but not limited to Sears, Best Buy, Costco, Lowe's or Home Depot,
9 which was manufactured prior to December 31, 2017, and which had a no-cooling event after
10 September 2020.

11 **Texas Class:** All persons in California who purchased, other than for resale, a Kenmore
12 branded or a LG branded refrigerator from LG, Transform or any other authorized retailers,
13 including but not limited to Sears, Best Buy, Costco, Lowe's or Home Depot, which was
14 manufactured between January 1, 2018 and the present.

15 As a second, and separate **Texas Class:** All persons in California who purchased, other than
16 for resale, a Kenmore branded or a LG branded refrigerator from LG, Transform or any other
17 authorized retailer, including but not limited to Sears, Best Buy, Costco, Lowe's or Home Depot,
18 which was manufactured prior to December 31, 2017, and which had a no-cooling event after
19 September 2020.

20 **Virginia Class:** All persons in California who purchased, other than for resale, a Kenmore
21 branded or a LG branded refrigerator from LG, Transform or any other authorized retailers,
22 including but not limited to Sears, Best Buy, Costco, Lowe's or Home Depot, which was
23 manufactured between January 1, 2018 and the present.
24

25 As a second, and separate **Virginia Class:** All persons in California who purchased, other
26 than for resale, a Kenmore branded or a LG branded refrigerator from LG, Transform or any other
27 authorized retailer, including but not limited to Sears, Best Buy, Costco, Lowe's or Home Depot,
28 which was manufactured prior to December 31, 2017, and which had a no-cooling event after
September 2020.

1 **Washington Class:** All persons in California who purchased, other than for resale, a
2 Kenmore branded or a LG branded refrigerator from LG, Transform or any other authorized
3 retailers, including but not limited to Sears, Best Buy, Costco, Lowe's or Home Depot, which was
4 manufactured between January 1, 2018 and the present.
5

6 As a second, and separate **Washington Class:** All persons in California who purchased,
7 other than for resale, a Kenmore branded or a LG branded refrigerator from LG, Transform or any
8 other authorized retailer, including but not limited to Sears, Best Buy, Costco, Lowe's or Home
9 Depot, which was manufactured prior to December 31, 2017, and which had a no-cooling event
10 after September 2020.

11 381. Excluded from the Class are Defendants' officers, employees, agents or affiliates,
12 and any judge who presides over this action, as well as past and present employees, officers and
13 directors of Defendants. Plaintiffs reserve the right to expand, limit, modify, or amend this Class
14 definition, including the addition of one or more subclasses, in connection with their motion for
15 class certification, or at any other time, based upon, inter alia, changing circumstances and/or new
16 facts obtained during discovery.

17 **A. Commonality**

18 382. There are questions of law and fact that are common to the claims of Plaintiffs.
19 Among these common questions are the following:

20 a. Whether the LG branded and Kenmore branded refrigerators were defective at the time
21 of sale;

22 b. Whether and to what extent the compressor defect impairs the value of the LG branded
23 and Kenmore branded refrigerators;

24 c. Whether Defendants knew of the compressor defect but continued to promote the LG
25 branded and Kenmore branded refrigerators, including their linear compressors, without
26 disclosing the defect or its consequences to consumers;
27
28

1 d. Whether a reasonable consumer would consider the compressor defect and its
2 consequences important to the decision whether to purchase a LG branded or Kenmore branded
3 refrigerator;

4 e. Whether Defendants breached implied warranties connected with the LG branded and
5 Kenmore branded refrigerators;

6 f. Whether Defendants' representations and omissions relating to the LG branded and
7 Kenmore branded refrigerators and their linear compressors were likely to deceive a reasonable
8 consumer;

9 g. Whether Defendants' representations and/or omissions regarding the LG branded and
10 Kenmore branded refrigerators were fraudulent;

11 h. Whether Defendants violated California's Unfair Competition Law by
12 misrepresenting material information to consumers regarding the LG branded and Kenmore
13 branded refrigerators;

14 i. Whether Defendants violated California's Unfair Competition Law by concealing
15 material information from consumers regarding the LG branded and Kenmore branded
16 refrigerators they sold;

17 j. Whether Defendants violated California's Unfair Competition Law by using uniform,
18 deceptive business practices;

19 k. Whether Defendants' conduct violates any of the applicable state or territorial consumer
20 protection statutes;

21 l. Whether Defendants were unjustly enriched as a result of its conduct;

22 m. Whether Class Members have been injured by Defendants' conduct;

23 n. Whether, and to what extent, equitable relief and/or other relief should be imposed on
24 Defendants, and, if so, the nature of such relief; and

25 o. Whether Defendants' conduct as set forth above injured consumers, and if so, the extent
26 of the injury and damages.
27
28

B. Numerosity

p. The members of the Class are so numerous that separate joinder of each member is impracticable. Plaintiffs are informed and believe that the members of the Class would easily exceed at least tens of thousands of individuals.

C. Typicality

q. Plaintiffs' claims are typical of the claims of the Class since each of the Plaintiffs was subject to the same or similar practices by Defendant, as was each member of the Class. Plaintiffs and Class members were injured in the same manner by purchasing LG and Kenmore branded refrigerators. Plaintiffs and all Class members have the same claims against Defendants relating to the conduct alleged herein, and the same events giving rise to Plaintiffs' claims for relief are identical to those giving rise to the claims of all Class Members. Plaintiffs and all Class members sustained monetary and economic injuries arising out of Defendants' conduct. Plaintiffs are advancing the same claims and legal theories on behalf of themselves and all absent Class Members.

r. The core issues which predominate over all the other issues in the litigation involve Defendants' unfair, unlawful, negligent and fraudulent practices discussed above.

s. Upon information and belief, there has never been a prior lawsuit certified as a class on behalf of Plaintiffs based on the allegations in this Complaint.

D. Adequacy of Representation

t. Plaintiffs will fairly and adequately protect the interests of the Class and are committed to the vigorous prosecution of this action. They have retained competent counsel, experienced in litigation of this nature, to represent them and members of the Class. There is no hostility between Plaintiffs and the unnamed Class members. Plaintiffs anticipate no difficulty in the management of this litigation as a class action.

u. To prosecute this case, Plaintiffs have chosen the law firm of Beverly Hills Trial Attorneys, P.C., whose attorneys have represented plaintiffs in class actions and as private attorneys general in bringing public interest actions.

E. Superiority

v. The questions of law or fact common to the claims of Plaintiffs and of each Class member predominate over any questions of law or fact affecting only individual members of the Class. All claims by named Plaintiffs and unnamed Class members are based on the same alleged “across the board” representations by Defendants and other acts constituting negligence, fraudulent misrepresentations and concealments, and violations of various consumer protection acts, and breach of implied warranty of merchantability.

w. Common issues predominate when as here, liability can be determined on a class-wide basis, even when there are some individualized damages.

x. As a result, when determining whether common questions predominate, courts focus on the liability issue and if the liability issue is common to the class as in the case at bar, common questions are held to predominate over individual questions.

y. Since all claims by named Plaintiffs and unnamed Class members are based on the same alleged “across the board” failures by Defendants, the predominance requirement needed for class action treatment is satisfied.

z. A class action is superior to thousands of individual actions in part because of the non-exhaustive factors listed below:

- i. Joinder of all class members would create extreme hardship and inconvenience for the affected consumers because of their immense geographical dispersion.
- ii. It is highly unlikely that individual Plaintiffs would shoulder the burden of this vast and complex litigation as many are simply too poor or uneducated about Defendants’ actions to bring separate actions;
- iii. The interests of justice will be well served by resolving the common disputes of potential class members in one forum;
- iv. Individual suits would not be cost effective. The costs to individual Plaintiffs in a collective action are lowered through the pooling of resources and by

1 limiting the controversy to one proceeding which efficiently resolves
2 common issues of law and fact that arose from the same alleged activity; and
3
4 v. The action is manageable as a class action; individual lawsuits are not
5 economically maintainable as individual actions.

6 Defendants have also acted or refused to act on grounds generally applicable to the Class, thereby
7 making appropriate final declaratory relief with respect to the Class as a whole.

8 **TOLLING OF THE STATUTE OF LIMITATIONS**

9 383. At all relevant times, Defendants knew that the subject refrigerators were defective
10 and knew that Plaintiffs and class members did not have such knowledge. Despite reasonable
11 diligence on their part, Plaintiffs and class members were kept ignorant by Defendants of the
12 factual bases for the claims for relief asserted below.

13 384. Defendants actively concealed the compressor defect by touting these refrigerators
14 as high quality and functionality without disclosing their defective nature. Defendants'
15 concealment prevented Plaintiffs and class members from discovering their injuries and pursuing
16 legal relief from Defendants.

17 385. Plaintiffs did not discover and could not reasonably have discovered the
18 compressor defect until their refrigerators prematurely failed.
19

20 **FIRST CAUSE OF ACTION**

21 **(Breach of Implied Warranty of Merchantability)**

22 (Ala. Code. §§ 7-2-314; Ariz. Rev. Stat. Ann. § 47-2314; Ark. Code Ann. §§ 4-2-314 and 4-2A-
23 212; Cal. Com. Code § 2314; Colo. Rev. Stat. §§ 4-2-314 and 4-2.5-212; F.S.A. §§ 672.314 and
24 680.212; Ga. Code. Ann. §§ 11-2-314 and 11-2A-212; Haw. Rev. Stat. §§ 490:2-314 and
25 490:2A-212; Idaho Code §§ 28-2-314 and 28-12-212; 810 Ill. Comp. Stat. 5/2-314; Ind. Code
26 §§ 26-1-3-314 and 26-1-2.1-212; Ky. Rev. Stat. §§ 335.2-314 and 355.2A-212; La. Civ. Code
27 Art. 2520, 2524; Md. Code Com. Law §§ 2-314 and 2a-212; Mass. Gen. Laws C. 106 §§ 2-314
28 and 2A-212; Mich. Comp. Laws § 440.314; Minn. Stat. §§ 336.2-314 and 336.2A-212; Miss.
Code §§ 75-2-314 and 75-2A-212; Mo. Stat. §§ 400.2-314 and 400.2A-212; N.R.S. §§
104.2314 and 104A.2212; N.H. Rev. Stat. §§ 382-A:2-314 and 382-A:2A-212; N.J. Stat. Ann. §
12A:2-314; N.Y. U.C.C. Law §§ 2-314 and 2A-212; N.C. Gen. Stat. §§ 25-2-314; Ohio Rev.
Code Ann. §§ 1302.27 and 1310.19; Okla. Stat. Tit. 12A §§ 2-314 and 2A-212; Or. Rev. Stat. §
72.8020 et seq.; Pa. Cons. Stat. §§ 2314 and 2A212; S.D. Codified Laws §§ 57A-2-314 and 57-
2A-212; Tenn. Code Ann. §§ 47-2-314 and 47-2A-212; Tex. Bus. & Com. Code § 2.314; Va.
Code §§ 8.2-314 and 8.2A-212; Rev. Code Wash. § 62A.2-314/315)

By All Plaintiffs Against All Defendants

386. Plaintiffs incorporate by reference each allegation set forth in preceding paragraphs as if fully stated herein.

387. Defendants LG, Transform, Costco, Lowe's, Home Depot and Best Buy are "merchants" as defined under the U.C.C. and by the respective state statutes under which Plaintiffs alternatively assert this claim.

388. The Kenmore and LG refrigerators are "goods" as defined under the U.C.C. and by the respective state statutes under which Plaintiffs alternatively assert this claim.

389. Defendants impliedly warranted that the Kenmore and LG refrigerators were of a merchantable quality and fit for their ordinary and intended use of cooling food and beverages.

390. At the point of sale, the refrigerators contained an unseen compressor defect whose manifestation renders the refrigerators inoperable during its useful life. The defect in the refrigerators existed when they left Defendants' possession and rendered them unfit for their ordinary and intended purpose. At all relevant times, including when the refrigerators entered the stream of commerce and were purchased by Plaintiffs and Class members, the refrigerators were defective and substantially certain to fail.

391. Defendants knew that the refrigerators were defective and prone to premature failure.

392. Defendants acquired such knowledge from multiple sources, including, without limitation, their own design, development, and testing of the linear compressor, linear compressor repairs it or its authorized repair personnel performed, the thousands of consumer complaints that they received, interactions with their repair personnel, media reports, and the *multiple* class action lawsuits that have been brought against Defendant LG in the last several years.

393. Defendants breached the implied warranty of merchantability because the refrigerators were not of a merchantable quality, as they contained a compressor defect. Had

1 Plaintiffs and Class members known of the embedded, latent defect in the refrigerators, they
2 would not have purchased their refrigerators.

3
4 394. Plaintiffs and Class members were in privity of contract with Defendants by virtue
5 of their interactions with Defendants. Alternatively, privity of contract need not be established,
6 and is not required, because Plaintiffs and Class members are the intended third-party
7 beneficiaries of the implied warranties and other contracts between Defendant LG, Defendant
8 Transform and Defendant Retailers who sold these refrigerators. In fact, Defendant LG's
9 warranties were designed and intended for the benefit of consumers who purchased these
10 refrigerators from Defendants.

11 395. Given the previous lawsuits involving similar claims with regards to refrigerators
12 manufactured and sold by Defendant LG and Defendant Transform, Defendants have had an
13 opportunity to cure their breach of warranty, but have failed to do so.

14 396. Defendants have refused to recall, adequately repair, replace, or refund the
15 purchase price of failed refrigerators, and Defendants continue to sell these defective refrigerators
16 both in their retail stores and on their websites.

17 397. Any attempt by Defendants to disclaim the implied warranty of merchantability
18 imposed by law would be inappropriate, particularly given the parties' unequal bargaining power
19 and Defendants' exclusive knowledge of the defect and the true quality of the refrigerators.

20 398. Defendants knowingly sold defective products without disclosing the defects and
21 made representations concerning the reliability and quality of the refrigerators without revealing
22 their propensity to fail. Moreover, the remedies Defendants offered injured purchasers were
23 inadequate and unconscionable. Fairness therefore requires invalidating the disclaimer of the
24 implied warranty of merchantability.

25 399. The strict time limit of Defendants' warranty period is also unconscionable and
26 inadequate to protect Plaintiffs and Class members. Among other things, Plaintiffs and Class
27 members had no meaningful choice in determining the time limit, the terms of which
28

1 unreasonably favored LG, Kenmore and the other Defendants, as they knew that the refrigerators
2 were defective at the time of sale and that they would fail.

3
4 400. Plaintiffs and Class members have complied with any and all obligations under
5 the implied warranty of merchantability or otherwise have been excused from such compliance
6 by reason of Defendants' conduct described herein.

7 401. Defendants' breach of the implied warranty of merchantability damaged Plaintiffs
8 and Class members in an amount to be determined at trial.

9
10 **SECOND CAUSE OF ACTION**
11 **(COMMON LAW FRAUD – FRAUDULENT CONCEALMENT/FRAUD BY**
12 **OMISSION)**

13 *By All Plaintiffs Against All Defendants*

14 402. Plaintiffs reallege and incorporate here by reference each of the foregoing
15 paragraphs, and further allege as follows.

16 403. Plaintiffs assert this fraudulent concealment theory on behalf of themselves and
17 the Nationwide Classes or, in the alternative, on behalf of the State Subclasses under the law of
18 the state in which each respective Plaintiff purchased a LG or Kenmore branded refrigerator.

19 404. Defendants intentionally suppressed and concealed material facts about the
20 performance and quality of the refrigerators. As alleged herein, Defendants knew about the
21 defective nature of the compressors and related parts in the Kenmore and LG Refrigerators.
22 Further, Defendants was aware of numerous consumer complaints concerning defect-related
23 problems, but never disclosed the compressor defect to Plaintiffs and class members.

24 405. Because the defect in the refrigerators is latent and unobservable until it arises,
25 Plaintiffs and class members had no reasonable means of knowing that Defendants'
26 representations concerning the refrigerators, and their compressors, were incomplete, false, or
27 misleading, or that they had failed to disclose that the refrigerators are defective. Plaintiffs and
28 class members did not and reasonably could not have discovered Defendants' deceit before they
purchased their refrigerators or before the end of their buyer's remorse periods.

1 406. Had Plaintiffs and class members known that the refrigerators are defective, they
2 would not have purchased these refrigerators, would not have purchased the refrigerators at the
3 price they did, or would have returned their Refrigerators for a refund during their respective
4 buyers' remorse periods.
5

6 407. Defendants had a duty to disclose the compressor defect because the defect is
7 material and Defendants possessed exclusive knowledge of these defects. In fact, Defendants
8 acquired their knowledge of the compressor defect from multiple sources, including, without
9 limitation, thousands of consumer complaints that they received, interactions with their
10 authorized repair personnel, media reports, and the *multiple* class action lawsuits filed in this
11 regard.

12 408. Defendants also had a duty to disclose the compressor defect because, through
13 advertising, their sale representatives, statements made on their websites, and in other sources
14 that Plaintiffs and class members encountered before purchasing their refrigerators, Defendants
15 made representations regarding the supposed high quality and durability of the refrigerators and
16 their linear compressor-including representations about their reliability-but failed to disclose
17 facts that would have materially qualified these partial representations. Having volunteered
18 information relating to the compressor to Plaintiffs and class members, Defendants had a duty to
19 disclose the whole truth about the compressor and its defective nature.
20

21 409. Given Defendants' concealments, each Plaintiff was unaware of the latent defects
22 the Kenmore and LG refrigerators had before and immediately after purchase, and within the
23 time period in which they could have returned their refrigerators without penalty. In fact, Plaintiff
24 saw Defendants' positive representations about the refrigerators online or in product
25 advertisements, and received further information from Defendants' sales representatives about
26 these refrigerators in person. None of the informational sources Plaintiffs saw, indicated that the
27 refrigerators are defective or could have a faulty compressor.

28 410. In fact, each time any of the Plaintiffs sought product information from one of
Defendants' sales representatives in store, they had nothing but good things to say about these

1 refrigerators and thereby encouraged the purchase of said refrigerators without disclosing the
2 truth about them.

3
4 411. Defendants concealed the compressor defect to sell more refrigerators at premium
5 prices, prevent damage to their brands, and avoid the costs of an effective fix. Defendants also
6 concealed the compressor defect to avoid repairing, replacing, and refunding their customers.

7 412. The suppressed and omitted information about these refrigerators were material,
8 and Plaintiffs and class members were unaware of them until they experienced the defect.

9 413. Had Defendants disclosed the defect, including through advertising, press releases,
10 promotional materials, or retailer statements, Plaintiffs and class members would not have
11 purchased these refrigerators, would have paid substantially less for them, or would have returned
12 them for a refund.

13 414. When deciding to purchase a Kenmore or LG refrigerator, Plaintiffs and class
14 members reasonably relied to their detriment upon Defendants' material omissions regarding
15 these products' defects.

16 415. Plaintiffs and class members sustained damages as a direct and proximate result
17 of Defendants' deceit and fraudulent concealment. Among other damages, Plaintiffs and class
18 members did not receive the value associated with the price they paid for these refrigerators.

19 416. Defendants' fraudulent concealment was malicious, oppressive, deliberate,
20 intended to defraud Plaintiffs and class members and enrich Defendants, and in reckless disregard
21 of Plaintiffs' and class members' rights, interests, and well-being. Defendants' conduct warrants
22 an assessment of punitive damages in an amount sufficient to deter such conduct, to be determined
23 according to proof at trial.

24 **THIRD CAUSE OF ACTION**

25 **(COMMON LAW FRAUD – FRAUDULENT MISREPRESENTATION)**

26 *By All Plaintiffs Against All Defendants*

27 417. Plaintiffs reallege and incorporate here by reference each of the foregoing
28 paragraphs, and further allege as follows.

1 418. Plaintiffs assert this affirmative misrepresentation theory on behalf of themselves
2 and the Nationwide Classes or, in the alternative, on behalf of the State Subclasses under the law
3 of the state in which each respective Plaintiff purchased a LG or Kenmore branded refrigerator.
4

5 419. Defendants have represented to the public that LG and Kenmore refrigerators
6 containing LG's linear compressors are very durable and have been tested and shown to surpass
7 "the 20-year lifespan test." As stated in detail in paragraphs 64 and 65 above, Defendants LG and
8 Transform, through their websites, product pages, YouTube Channels and social media pages,
9 have made several misleading representations concerning the subject compressors and refrigerators.

10 420. Additionally, beyond the statements made by LG and Kenmore, which the
11 Defendant Retailers incorporated by reference on their websites, each Defendant Retailer also
12 attained, disseminated, and marketed other information about the lifespan and reliability of the
13 subject refrigerators, including the compressors contained within them. Statements approved by
14 LG and Transform (and its predecessor) and made by its authorized resellers also advertised the
15 linear compressors and the refrigerators' overall functionality. Some examples of these statements
16 are listed in paragraph 67, above.

17 421. Moreover, at the point of sale, many of the Defendant Retailers' employees
18 expressly discussed the new compressor technology contained in the LG and Kenmore
19 refrigerators, and the extended lifespan and increased efficiency and reliability of these
20 refrigerators, to market, sell and convince customers to purchase these refrigerators. Moreover,
21 Defendant Retailers' employees made representations about the linear compressors contained in the
22 LG and Kenmore refrigerators and made representations to many of the Plaintiffs about the
23 exceptional quality and durability of these refrigerators. At the point of sale, the Defendant
24 Retailers' employees represented to numerous Plaintiffs that the LG and Kenmore refrigerators
25 were best-selling refrigerators, priced at a premium due to their outstanding quality and durability.
26 At the point of sale, the Defendants Retailers' employees attributed the exceptional quality and
27 durability of the LG and Kenmore refrigerators to this new linear compressor technology innovated
28 by LG.

1 422. All of these representations made by the Defendants were intended to influence
2 Plaintiffs to purchase these faulty refrigerators when, in reality, Defendants have known of the
3 systemic compressor failures of these refrigerators at the time these statements were made.
4

5 423. When deciding to purchase a Kenmore or LG refrigerator, Plaintiffs and class
6 members reasonably relied to their detriment upon Defendants' material misrepresentations and
7 regarding the excellent quality and durability of these refrigerators.

8 424. Plaintiffs and class members sustained damages as a direct and proximate result
9 of Defendants' misrepresentations as these misrepresentations were a substantial factor in causing
10 Plaintiffs' harm. Among other damages, Plaintiffs and class members did not receive the value
11 associated with the price they paid for these refrigerators.

12 425. Defendants' fraudulent misrepresentations were malicious, oppressive, deliberate,
13 intended to defraud Plaintiffs and class members and enrich Defendants, and in reckless disregard
14 of Plaintiffs' and class members' rights, interests, and well-being. Defendants' conduct warrants
15 an assessment of punitive damages in an amount sufficient to deter such conduct, to be determined
16 according to proof at trial.

17 **FOURTH CAUSE OF ACTION**

18 **(VIOLATIONS OF THE MAGNUSON-MOSS WARRANTY ACT)**

19 **15 U.S.C. § 2301, ET SEQ. ("MMWA")**

20 *By All Plaintiffs Against Defendant LG*

21 426. Plaintiffs reallege and incorporate here by reference each of the foregoing
22 paragraphs, and further allege as follows.

23 427. Plaintiffs assert this claim on behalf of themselves and the Nationwide Classes or,
24 in the alternative, on behalf of the State Subclasses, against Defendant LG.

25 428. The LG and Kenmore branded refrigerators are "consumer products" under the
26 MMWA. 15 U.S.C. § 2301(1).

27 429. Plaintiffs and Class Members are "consumers" under the MMWA. 15 U.S.C. §
28 2301(3).

1 430. Defendant LG is a “supplier” and “warrantor” under the MMWA. 15 U.S.C. §
2 2301(4)-(5).

3 431. Through its implied warranty, LG warranted to Plaintiffs and Class members that
4 the LG manufactured refrigerators they purchased were free from defects, of merchantable
5 quality, and fit for the ordinary purpose for which a refrigerator is used.
6

7 432. Defendant LG breached and refused to honor these implied promises. As a result
8 of the compressor defect, the LG manufactured refrigerators are inoperable and fail to perform in
9 accordance with their ordinary and intended purposes.

10 433. Defendant LG has been given reasonable opportunities to cure its breaches of
11 warranty, as it had actual knowledge and ample notice that the LG manufactured refrigerators are
12 defective as detailed above, but failed to provide an adequate remedy. Alternatively, Plaintiffs
13 and the Class Members are not required to do so because affording LG a reasonable opportunity
14 to cure its breach of warranties was, and is, futile.

15 434. Defendant LG’s breach of its warranties has deprived Plaintiffs and the other Class
16 Members of the benefit of their bargain.

17 435. The amount in controversy of Plaintiffs’ individual claims exceeds the sum or
18 value of \$25.00. In addition, the amount in controversy meets or exceeds the sum or value of
19 \$50,000 (exclusive of interests and costs) computed on the basis of all claims to be determined in
20 this suit.

21 436. As a direct and proximate result of Defendant LG’s breaches of its implied
22 warranty pursuant to 15 U.S.C. § 2310(d)(1), Plaintiffs and Class Members have suffered
23 damages in an amount to be determined at trial.

24 437. Plaintiffs also seek costs and expenses, including reasonable attorneys’ fees, under
25 the MMWA. 15 U.S.C. § 2310(d)(2).
26
27
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FIFTH CAUSE OF ACTION

(Negligent Misrepresentation)

By All Plaintiffs Against All Defendants

438. Plaintiffs reallege and incorporate here by reference each of the foregoing paragraphs, and further allege as follows.

439. Plaintiffs assert this negligent misrepresentation theory on behalf of themselves and the Nationwide Classes or, in the alternative, on behalf of the State Subclasses under the law of the state in which each respective Plaintiff purchased a LG or Kenmore branded refrigerator.

440. At all relevant times, Defendants designed, manufactured, packaged, labeled, marketed, advertised, promoted, supplied, distributed, sold and/or otherwise placed these Kenmore and LG branded refrigerators into the stream of commerce, and therefore owed a duty of reasonable care to avoid causing harm to those that purchased said refrigerators, such as Plaintiffs.

441. Defendants were negligent, reckless, and careless and owed a duty to Plaintiffs to make accurate and truthful representations regarding these refrigerators, Defendants breached their duty, thereby causing Plaintiffs to suffer harm.

442. Defendants represented to Plaintiffs via advertising, their websites, through their sale representatives as well as by other means, that these refrigerators were of high-quality and failed to inform their customers about the true nature of the refrigerators being sold to them, including that they contain a faulty compressor that fails prematurely.

443. Additionally, Defendants represented to Plaintiffs that their refrigerators were made for their intended use, when in fact, Defendants knew or should have known that there was a latent defect in the refrigerators which Plaintiffs and class members had no reasonable means of knowing about. In fact, each time any of the Plaintiffs sought product information from one of Defendants, either online or in store, Defendants had nothing but good things to say about these refrigerators and thereby encouraged the purchase of said refrigerators without disclosing the truth about them.

1 444. In particular, each of the misrepresentations made by Defendants concerned
2 material facts that were essential to the analysis undertaken by Plaintiffs as to whether they should
3 purchase these refrigerators.
4

5 445. Defendants knew or should have known that their representations were false and
6 were negligently made without regard for their truth.

7 446. Plaintiffs reasonably placed their trust and reliance in Defendants' representations
8 that the refrigerators were as advertised, that is that they were high-quality, durable, working
9 refrigerators that would be in good working conditions for years to come. Plaintiffs' reliance on
10 Defendants' representation was a substantial factor in causing Plaintiffs' harms.

11 447. Furthermore, Defendants' acts and omissions as described herein were committed
12 in reckless disregard of Plaintiffs' rights, interests, and well-being to enrich Defendants.
13 Defendants have yet to correct these misrepresentations about these LG and Kenmore branded
14 refrigerators.

15 448. Plaintiffs and the members of the class were injured as a direct and proximate
16 result of Defendants' negligent misrepresentations regarding their products, as described herein.
17

18 **SIXTH CAUSE OF ACTION**

19 **(Unjust Enrichment)**

20 *By All Plaintiffs Against All Defendants*

21 449. Plaintiffs reallege and incorporate here by reference each of the foregoing
22 paragraphs, and further allege as follows.

23 450. Plaintiffs assert this affirmative misrepresentation theory on behalf of themselves
24 and the Nationwide Classes or, in the alternative, on behalf of the State Subclasses under the law
25 of the state in which each respective Plaintiff purchased a LG or Kenmore branded refrigerator.

26 451. As a result of Defendants' wrongful and deceptive conduct alleged herein,
27 Defendants knowingly and voluntarily accepted and retained wrongful benefits in the form of
28 money paid by Plaintiffs and members of the Class when they purchased the defective
refrigerators containing faulty compressors.

1 452. In so doing, Defendants acted with conscious disregard of the rights of Plaintiffs
2 and members of the Class.

3 453. As a result of Defendants' wrongful conduct as alleged herein, Defendants have
4 been unjustly enriched at the expense of, and to the detriment of, Plaintiffs and members of
5 the Class.

6 454. Defendants' unjust enrichment is traceable to, and resulted directly and
7 proximately from, the conduct alleged herein.

8 455. Under the common law doctrine of unjust enrichment, it is inequitable for
9 Defendants to be permitted to retain the benefits they received, and are still receiving, without
10 justification, from the false and deceptive labeling and marketing of the refrigerators to
11 Plaintiffs and members of the Class.

12 456. Defendants' retention of such funds under circumstances making it inequitable to
13 do so constitutes unjust enrichment.

14 457. The financial benefits derived by Defendants rightfully belong to Plaintiffs and
15 members of the Class. Defendants should be compelled to disgorge in a common fund for the
16 benefit of Plaintiffs and members of the Class all wrongful or inequitable proceeds received
17 by them.

18 458. Accordingly, Plaintiffs and Class Members were damaged, and Defendants were
19 unjustly enriched, given that they defrauded Plaintiffs into purchasing said refrigerators by not
20 disclosing the fact that these products contained faulty compressors and would break down after
21 only a couple of years.

22 459. Furthermore, Defendants' conduct was willful, intentionally deceptive, and
23 intended to cause economic injury to Plaintiffs and the Class. Defendants are therefore liable to
24 pay punitive damages.

25 460. Plaintiffs and Class Members are entitled to damages in the amount Defendants
26 were unjustly enriched, to be determined at trial.

SEVENTH CAUSE OF ACTION

(Violation of the Alabama Deceptive Trade Practices Act – Ala. Code § 8-19-1, *et seq.*)

By Plaintiff Cambron, Individually and On Behalf of the Alabama Subclass

461. Plaintiff Cambron realleges and incorporates here by reference each of the foregoing paragraphs, and further allege as follows.

462. Plaintiff Cambron brings this claim on behalf of himself and the Alabama State Class against all Defendants.

463. Plaintiff and Alabama State Class members are “consumers” within the meaning of Ala. Code § 8-19-3(2).

464. Defendants are “persons” within the meaning of Ala. Code § 8-19-3(5).

465. The LG and Kenmore branded refrigerators are “goods” within the meaning of Ala. Code § 8-19-3(3).

466. Defendants were and are engaged in “trade or commerce” within the meaning of Ala. Code § 8-19-3(8).

467. The Alabama Deceptive Trade Practices Act (“Alabama DTPA”) declares several specific actions to be unlawful, including: “(5) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or qualities that they do not have,” “(7) Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another,” and “(27) Engaging in any other unconscionable, false, misleading, or deceptive act or practice in the conduct of trade or commerce.” Ala. Code § 8-19-5.

468. In the course of their business, Defendants concealed and suppressed material facts concerning the LG and Kenmore branded refrigerators. Plaintiff and Alabama State Class members had no way of discerning that Defendants’ representations were false and misleading because Plaintiff and Alabama State Class members did not have access to the same information that Defendants possessed at the time they purchased the refrigerators. Alabama State Class members did not and could not unravel Defendants’ deception on their own.

1 469. Defendants thus violated the Alabama DTPA by, at minimum: representing that
2 the LG and Kenmore branded refrigerators have characteristics, uses, benefits, and qualities
3 which they do not have; and representing that they are of a particular standard, quality, and grade
4 when they are not.
5

6 470. Defendants intentionally and knowingly misrepresented material facts regarding
7 the refrigerators with intent to mislead Plaintiff and the Alabama State Class.

8 471. Defendants knew or should have known that their conduct violated the Alabama
9 DTPA.

10 472. Defendants owed Plaintiff and the Alabama State Class a duty to disclose the
11 defective nature of these refrigerators as they possessed exclusive knowledge as they were
12 manufacturing, selling, and distributing these refrigerators throughout the United States, and
13 knew that they were not as durable as advertised.
14

15 473. Defendants' concealment of the true defective nature of the compressors contained
16 by these refrigerators was material to Plaintiff and the Alabama State Class.

17 474. Defendants' unfair or deceptive acts or practices were likely to and did in fact
18 deceive reasonable consumers, including Plaintiff and the Alabama Class, about the defective
19 nature of these refrigerators, the quality of these refrigerators, and their true value.

20 475. Plaintiff and the Alabama State Class suffered ascertainable loss and actual
21 damages as a direct and proximate result of Defendants' misrepresentations and concealment of
22 and failure to disclose material information.

23 476. Defendants have been on notice of the issues raised in this count and this
24 Complaint by way of communications received from Plaintiff and the Alabama Class, as well as
25 through the various prior lawsuits they have been a part of with regards to the same issue. Plaintiff
26 and the Alabama State Class seek all damages and relief to which they are entitled.
27
28

EIGHTH CAUSE OF ACTION

(Violation of the Arizona Consumer Fraud Act – Ariz. Rev. Stat. § 44-1521, *et seq.*)

*By Plaintiffs Bolton, Fletcher, Sellers, Denman, Hatfield, Richmond and Wilson, Individually and
On Behalf of the Arizona Subclass*

477. Plaintiffs Bolton, Fletcher, Sellers, Denman, Hatfield, Richmond and Wilson reallege and incorporate here by reference each of the foregoing paragraphs, and further allege as follows.

478. Plaintiffs Bolton, Fletcher, Sellers, Denman, Hatfield, Richmond and Wilson bring this claim on behalf of themselves and the Arizona State Class against all Defendants.

479. Plaintiffs and Arizona State Class members are “persons” within the meaning of the Arizona Consumer Fraud Act (“Arizona CFA”), Ariz. Rev. Stat. § 44-1521(6).

480. The LG and Kenmore branded refrigerators are “merchandise” within the meaning of Ariz. Rev. Stat. § 44-1521(5).

481. The Arizona CFA provides that “[t]he act, use or employment by any person of any deception, deceptive act or practice, fraud, . . . misrepresentation, or concealment, suppression or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale . . . of any merchandise whether or not any person has in fact been misled, deceived or damaged thereby, is declared to be an unlawful practice.” Ariz. Rev. Stat. § 44-1522(A).

482. In the course of their business, Defendants concealed and suppressed material facts concerning the LG and Kenmore branded refrigerators. Plaintiffs and Arizona State Class members had no way of discerning that Defendants’ representations were false and misleading because Plaintiffs and Arizona State Class members did not have access to the same information that Defendants possessed at the time they purchased the refrigerators. Plaintiff and Arizona State Class members did not and could not unravel Defendants’ deception on their own.

483. Defendants thus violated the Arizona CFA by, at minimum: representing that the LG and Kenmore branded refrigerators have characteristics, uses, benefits, and qualities which

1 they do not have; and representing that they are of a particular standard, quality, and grade when
2 they are not.

3
4 484. Defendants intentionally and knowingly misrepresented material facts regarding
5 the refrigerators with intent to mislead Plaintiffs and the Arizona State Class.

6 485. Defendants knew or should have known that their conduct violated the Arizona
7 CFA.

8 486. Defendants owed Plaintiffs and the Arizona State Class a duty to disclose the
9 defective nature of these refrigerators as they possessed exclusive knowledge as they were
10 manufacturing, selling, and distributing these refrigerators throughout the United States, and
11 knew that they were not as durable as advertised.

12 487. Defendants' concealment of the true defective nature of the compressors contained
13 by these refrigerators was material to Plaintiffs and the Arizona State Class.

14 488. Defendants' unfair or deceptive acts or practices were likely to and did in fact
15 deceive reasonable consumers, including Plaintiffs and the Arizona State Class, about the
16 defective nature of these refrigerators, the quality of these refrigerators, and their true value.

17 489. Plaintiffs and the Arizona State Class suffered ascertainable loss and actual
18 damages as a direct and proximate result of Defendants' misrepresentations and concealment of
19 and failure to disclose material information.

20 490. Plaintiffs and the Arizona State Class seek monetary relief against Defendants in
21 an amount to be determined at trial. Plaintiffs and the Arizona State Class also seek punitive
22 damages because Defendants engaged in aggravated and outrageous conduct.

23 491. Plaintiffs and the Arizona State Class also seek an order enjoining Defendants'
24 unfair, unlawful, and/or deceptive practices, attorneys' fees, and any other just and proper relief
25 available under the Arizona CFA.
26
27
28

NINTH CAUSE OF ACTION

(Violation of the Arkansas Deceptive Trade Practices Act – Ark. Code Ann. § 4-88-101 *et seq.*)

By Plaintiffs Hollis and Ray, Individually and On Behalf of the Arkansas Subclass

492. Plaintiffs Hollis and Ray reallege and incorporate here by reference each of the foregoing paragraphs, and further allege as follows.

493. Plaintiffs Hollis and Ray bring this claim on behalf of themselves and the Arkansas State Class against all Defendants.

494. Plaintiffs and Arkansas State Class members are “persons” within the meaning of Arkansas Deceptive Trade Practices Act (“Arkansas DTPA”), Ark. Code Ann. § 4-88-102(5).

495. The LG and Kenmore branded refrigerators are “goods” within the meaning of Ark. Code Ann. § 4-88-102(4).

496. The Arkansas DTPA prohibits “[d]eceptive and unconscionable trade practices,” which include, but are not limited to, a list of enumerated items, including “[e]ngaging in any other unconscionable, false, or deceptive act or practice in business, commerce, or trade[.]” Ark. Code Ann. § 4-88-107(a)(10). The Arkansas DTPA also prohibits the following when utilized in connection with the sale or advertisement of any goods: “(1) The act, use, or employment by any person of any deception, fraud, or false pretense; or (2) The concealment, suppression, or omission of any material fact with intent that others rely upon the concealment, suppression, or omission.” Ark. Code Ann. § 4-88-108.

497. In the course of their business, Defendants concealed and suppressed material facts concerning the LG and Kenmore branded refrigerators. Plaintiffs and Arkansas State Class members had no way of discerning that Defendants’ representations were false and misleading because Plaintiffs and Arkansas State Class members did not have access to the same information that Defendants possessed at the time they purchased the refrigerators. Plaintiff and Arkansas State Class members did not and could not unravel Defendants’ deception on their own.

498. Defendants thus violated the Arkansas DTPA by, at minimum: representing that the LG and Kenmore branded refrigerators have characteristics, uses, benefits, and qualities

1 which they do not have; and representing that they are of a particular standard, quality, and grade
2 when they are not.

3
4 499. Defendants intentionally and knowingly misrepresented material facts regarding
5 the refrigerators with intent to mislead Plaintiffs and the Arkansas State Class. Defendants knew
6 or should have known that their conduct violated the Arkansas DTPA.

7 500. Defendants owed Plaintiffs and the Arkansas State Class a duty to disclose the
8 defective nature of these refrigerators as they possessed exclusive knowledge as they were
9 manufacturing, selling, and distributing these refrigerators throughout the United States, and
10 knew that they were not as durable as advertised.

11 501. Defendants' concealment of the true defective nature of the compressors contained
12 by these refrigerators was material to Plaintiffs and the Arkansas State Class.

13 502. Defendants' unfair or deceptive acts or practices were likely to and did in fact
14 deceive reasonable consumers, including Plaintiffs and the Arkansas State Class, about the
15 defective nature of these refrigerators, the quality of these refrigerators, and their true value.
16

17 503. Defendants' violations present a continuing risk to the Arkansas State Class as
18 well as to the general public. Defendants' unlawful acts and practices complained of herein affect
19 the public interest.

20 504. Plaintiffs and the Arkansas State Class suffered ascertainable loss and actual
21 damages as a direct and proximate result of Defendants' misrepresentations and concealment of
22 and failure to disclose material information. Defendants had an ongoing duty to all their
23 customers to refrain from unfair and deceptive practices under the Arkansas DTPA. All owners
24 of these refrigerators suffered ascertainable loss as a result of Defendants' deceptive and unfair
25 acts and practices made in the course of Defendants' business.
26

27 505. As a direct and proximate result of Defendants' violations of the Arkansas DTPA,
28 Plaintiffs and members of the Arkansas State Class have suffered injury in fact and/or actual
damages.

506. Plaintiffs and the Arkansas State Class seek monetary relief against Defendants in an amount to be determined at trial. Plaintiffs and the Arizona State Class also seek punitive damages because Defendants acted wantonly in causing the injury or with conscious indifference to the consequences.

507. Plaintiffs and the Arkansas State Class also seek an order enjoining Defendants' unfair, unlawful, and/or deceptive practices, attorneys' fees, and any other just and proper relief available under the Arkansas DTPA.

TENTH CAUSE OF ACTION

(Breach of Implied Warranty in Violation of the Song-Beverly Consumer Warranty Act)

By Plaintiffs Lavin, Schroeder, Wemhoff, Moser, Muchemore, Hernandez, Peighambari, Jelenic, Reichello, Shahab, Ko, Tangco, Cervantes, Wolfe and Ellis, Individually and On Behalf of the California Subclass

508. Plaintiffs incorporate by reference each allegation set forth in preceding paragraphs as if fully stated herein.

509. Plaintiffs Lavin, Schroeder, Wemhoff, Moser, Muchemore, Hernandez, Peighambari, Jelenic, Reichello, Shahab, Ko, Tangco, Cervantes, Wolfe and Ellis, and California Subclass members are “buyers” within the meaning of California Civil Code section 1781(b). Each purchased a LG or Kenmore branded refrigerator in California sold by one of the Defendant Retailers.

510. LG is a manufacturer within the meaning of California Civil Code section 1791 *et seq.* LG was responsible for producing the Refrigerators, and directed and was involved in all stages of their production and manufacturing process.

511. Defendants Transform, Best Buy, Costco, Home Depot, and Lowe’s are “retail sellers,” “seller,” or “retailer” within the meaning of California Civil Code section 1791 *et seq.* as they engaged in the business of selling the refrigerators directly to retail buyers.

512. The refrigerators are “consumer goods” within the meaning of California Civil Code section 1791(a).

1 513. Defendants impliedly warranted to Lavin, Schroeder, Wemhoff, Moser,
2 Muchemore, Hernandez, Peighambari, Jelenic, Reichello, Shahab, Ko, Tangco, Cervantes,
3 Wolfe, Ellis and California Subclass members that the LG and Kenmore refrigerators were
4 “merchantable” under California Civil Code sections 1791.1(a) and 1792.
5

6 514. Defendants breached the implied warranty of merchantability by producing,
7 manufacturing, and/or selling unmerchantable goods. The refrigerators Plaintiffs purchased were
8 defective. The compressor defect invariably manifests well before the end of the useful life of
9 each refrigerator. When the defect manifests, the result is total failure-the refrigerator is unable to
10 fulfill its core function of cooling. These refrigerators are thus unfit for the ordinary purposes for
11 which a refrigerator is used and would not pass without objection in the refrigerator trade.

12 515. The compressor defect is latent. Though the refrigerators appear to be operable
13 when new, the defect existed within each LG and Kenmore refrigerator at the time of sale and
14 throughout the periods of the written and statutory warranties.

15 516. Moreover, Defendants had reason to know that at the time of the retail sale of these
16 refrigerators, that Plaintiffs were relying on Defendants’ skill or judgment to select, furnish and
17 sell suitable goods to their customers.

18 517. Accordingly, discovery of the defect by a purchaser during or after a warranty
19 period does not bar a Song-Beverly claim for breach of the statutory implied warranty.
20

21 518. Any attempt by Defendants to disclaim its implied warranty obligations under the
22 Song-Beverly Act is ineffective due to their failure to adhere to California Civil Code sections
23 1792.3 and 1792.4. Those sections provide that, in order to validly disclaim the implied warranty
24 of merchantability, a manufacturer, distributor or retailer must “in simple and concise language”
25 state: (1) The goods are being sold on an ‘as is’ or ‘with all faults’ basis. (2) The entire risk as to
26 the quality and performance of the goods is with the buyer. (3) Should the goods prove defective
27 following their purchase, the buyer and not the manufacturer, distributor, or retailer assumes the
28 entire cost of all necessary servicing or repair. Defendants attempted warranty disclaimer does
not conform to sections 1792.3 and 1792.4.

1 519. As a direct and proximate result of Defendants' breaches of the Song-Beverly Act,
2 Plaintiffs and the California Subclass members have been damaged in an amount to be proven at
3 trial. They are entitled to recover, among other damages, all amounts paid towards the purchase
4 of the refrigerators, and other relief as appropriate.

5 520. Defendants knew of the defect before selling the refrigerators and therefore, their
6 Song-Beverly violations were willful. Plaintiffs Lavin, Schroeder, Wemhoff, Moser, Muchemore,
7 Hernandez, Peighambari, Jelenic, Reichello, Shahab, Ko, Tangco, Cervantes, Wolfe, Ellis and
8 California Subclass members accordingly seek a civil penalty of twice their actual damages.
9

10 521. Plaintiffs Lavin, Schroeder, Wemhoff, Moser, Muchemore, Hernandez,
11 Peighambari, Jelenic, Reichello, Shahab, Ko, Tangco, Cervantes, Wolfe and Ellis also seeks costs
12 and expenses, including reasonable attorneys' fees, as provided under California Civil Code
13 section 1794.

14 **ELEVENTH CAUSE OF ACTION**

15 **(Violation of the Consumer Legal Remedies Act (CLRA) – Civil Code § 1750, *et seq.*)**

16 *By Plaintiffs Lavin, Schroeder, Wemhoff, Moser, Muchemore, Hernandez, Peighambari, Jelenic,*
17 *Reichello, Shahab, Ko, Tangco, Cervantes, Wolfe and Ellis, Individually and On Behalf of the*
18 *California Subclass*

19 522. Plaintiffs reallege and incorporate here by reference each of the foregoing
20 paragraphs, and further allege as follows.

21 523. Defendants are "persons" as defined by *Civil Code* section 1761(c).

22 524. Plaintiffs Lavin, Schroeder, Wemhoff, Moser, Muchemore, Hernandez,
23 Peighambari, Jelenic, Reichello, Shahab, Ko, Tangco, Cervantes, Wolfe and Ellis and each member
24 of the California Class are "consumers" within the meaning of *Civil Code* section 1761(d).
25

26 525. The Consumers Legal Remedies Act applies to Defendants' conduct because it
27 extends to transactions that are intended to or result in the sale or lease of goods or services to
28 consumers.

1 526. Defendant violated and continue to violate the CLRA by engaging in the following
2 practices: representing that the LG and Kenmore branded refrigerators have characteristics, uses,
3 benefits, and qualities which they do not have; and representing that they are of a particular
4 standard, quality, and grade when they are not. Defendants intentionally and knowingly
5 misrepresented material facts regarding the refrigerators with intent to mislead Plaintiffs and the
6 California Class.
7

8 527. Defendants owed Plaintiffs and the California Class a duty to disclose the defective
9 nature of these refrigerators as they possessed exclusive knowledge as they were manufacturing,
10 selling, and distributing these refrigerators throughout the United States, and knew that they were
11 not as durable as advertised. Defendants' concealment of the true defective nature of the
12 compressors contained by these refrigerators was material to Plaintiffs and the California State
13 Class.
14

15 528. Defendants engaged in unfair or deceptive acts or practices when, in the course of
16 their business, they, among other acts and practices, knowingly made materially incomplete
17 representations as to the characteristics, uses and benefits of the LG and Kenmore branded
18 refrigerators.
19

20 529. As detailed above, Defendants knew the information concerning the defects of these
21 refrigerators at the time of advertising and selling the refrigerators, all of which was intended to
22 induce consumers to purchase these refrigerators, and intended for Plaintiffs and California Class
23 members to rely on their false representations about the quality and durability of these
24 refrigerators.
25

26 530. Defendants intentionally failed or refused to disclose the defect to consumers.
27

28 531. Defendants' conduct and deceptive omissions were intended to induce Plaintiffs and
California State Class members to believe that the refrigerators were adequately designed and
adequately manufactured.
29

 532. Defendants' conduct constitutes unfair acts or practices as defined by the California
Consumers Legal Remedies Act (the "CLRA").

1 533. Plaintiffs and the other California State Class members have suffered injury in fact
2 and actual damages resulting from Defendants' material omissions.

3 534. Plaintiffs and the California State Class seek an order enjoining Defendants' unfair
4 or deceptive acts or practices, equitable relief, and any other just and proper relief available under
5 the CLRA. The claim for equitable relief is brought in the alternative should Plaintiffs not have
6 an adequate remedy at law.

7 535. Defendants have been on notice of the issues raised in this count and this Complaint
8 by way of communications received from Plaintiffs and the California Class, as well as through
9 the various prior lawsuits filed against them, in California, with regards to the same issues. As
10 such, Plaintiffs and the California State Class seek all damages and relief to which they are
11 entitled.
12

13 **TWELFTH CAUSE OF ACTION**

14 **(Violation of *Business and Professions Code* sections 17200, *et seq.*)**

15 *By Plaintiffs Lavin, Schroeder, Wemhoff, Moser, Muchemore, Hernandez, Peighambari, Jelenic,*
16 *Reichello, Shahab, Ko, Tangco, Cervantes, Wolfe and Ellis, Individually and On Behalf of the*
17 *California Subclass*

18 536. Plaintiffs reallege and incorporate here by reference each of the foregoing
19 paragraphs, and further allege as follows.

20 537. Plaintiffs, pursuant to *Business and Professions Code* section 17204, bring this
21 cause of action on behalf of themselves and as a private attorneys general.

22 538. *Business and Professions Code* section 17200, *et seq.*, also known as the
23 Unfair Competition Law, defines "unfair business competition" to include any "unlawful, unfair
24 or fraudulent" act or practice, as well as any "unfair, deceptive, untrue or misleading" advertising.
25 The Unfair Competition Law imposes strict liability. Plaintiffs need not prove that Defendants
26 intentionally or negligently engaged in unlawful, unfair or fraudulent business practices – but
27 only that such practices occurred.
28

“Unlawful” Prong

539. A business act or practice is “unlawful” under the UCL if it violates any other law or regulation.

540. As detailed in Plaintiffs’ Cause of Action above, Defendants’ conduct is unlawful in violation of the UCL, as it violates the Song-Beverly Act and the Consumer Legal Remedies Act.

541. Defendant’s unlawful business practices are ongoing, and unless enjoined under *Business & Professions Code* section 17203, and/or under section 17535, are likely to continue to deceive other members of the general public at the expense of Defendants’ competitors.

542. Defendants violated Cal. Bus. & Prof. Code sections 17200, *et seq.* by engaging in unlawful, unfair, or fraudulent business acts or practices and unfair, deceptive, untrue, or misleading advertising, including:

- a. Knowingly manufacturing, advertising, and selling refrigerators that are unfit for their most basic function of cooling food and beverages;
- b. Misrepresenting material information to consumers regarding these refrigerators’ quality, and their ability to function properly and be used by consumers;
- c. Concealing material information from consumers regarding the fact that these refrigerators are defective, so that consumers would not know that these products are faulty and would continue to purchase them;
- d. Using uniform, deceptive business practices, such as telling consumers via their websites that these refrigerators are of high quality without transparently disclosing that they contain a compressor that fails prematurely.

“Unfair” Prong

543. A business act or practice is “unfair” under the UCL if it offends an established

1 public policy or is immoral, unethical, oppressive, unscrupulous or substantially injurious to
2 consumers, and that unfairness is determined by weighing the reasons, justifications and motives
3 of the practice against the gravity of the harm to the alleged victims.
4

5 544. Defendants' business practices are unfair under the UCL because Defendants have
6 acted in a manner that is immoral, unethical, oppressive, unscrupulous and/or substantially
7 injurious to Plaintiffs and the Class Members. These business practices include failing to inform
8 its customers about the true nature of the refrigerators being sold to them, including that they
9 contain a faulty compressor that fails prematurely, and engaging in a pattern or practice of
10 concealing those facts and urging their customers to purchase these refrigerators, thereby
11 depriving consumers of sufficient information to make an informed decision when purchasing
12 these refrigerators.

13 545. Further, the impact of the practice against Plaintiffs and the Class Members far
14 outweighs any possible justification or motive on the part of Defendants. The impact on Plaintiffs
15 and the Class Members has been described. Defendants can have no possible justification for
16 engaging in immoral, unethical and substantially injurious act of overcharging Plaintiffs and the
17 Class Members through a misleading and deceptive conduct of failing to disclose that the
18 refrigerators are defective and representing that these refrigerators possess qualities Defendants
19 knew the products did not possess;
20

21 546. Furthermore, Plaintiffs and the Class Members could not have reasonably avoided
22 this injury because they relied on Defendants' advertising as to the quality and characteristics of
23 the products being sold, as all consumers who rely on the verity of product advertising must do;
24

25 547. Specifically, Plaintiffs paid hefty prices for Defendants' refrigerators, believing
26 that they were high-quality products that were going to last for years;

27 548. Defendants minimized the scope and severity of the problems with the refrigerators,
28 refusing to acknowledge that the compressor is defective, failing to provide consumers with
adequate relief, and suggesting to consumers that they should resolve the problem by replacing the
compressor when they knew that such a replacement would not be effective;

1 549. The harm to Plaintiffs and Class members outweighs the utility of Defendants'
2 practices. There were reasonably available alternatives to further Defendants' legitimate business
3 interests other than the misleading and deceptive conduct described herein.
4

5 550. The refrigerators suffer from a latent defect, and Defendants failed to disclose
6 these defects even after receiving a large volume of consumer complaints and reports of
7 compressor failure from their authorized repair personnel. Plaintiffs did not know of, and had no
8 reasonable means of discovering, that these refrigerators are defective.

9 551. There were reasonably available alternatives that would have furthered
10 Defendants' legitimate business interests of satisfying and retaining customers while maintaining
11 profitability, such as (a) acknowledging the defect and providing a permanent, effective fix for
12 the defective refrigerators; (b) adequately disclosing the defect to prospective purchasers; (c)
13 offering refunds or suitable non-defective replacement refrigerators to consumers with failed
14 refrigerators; (d) and in the case of the Defendant Retailers, refusing to sell these defective
15 refrigerators until Defendant LG assured them that it was no longer manufacturing refrigerators
16 with defective compressors.

17 ***"Fraudulent" Prong***

18 552. A business act or practice is "fraudulent" under the UCL if it is likely to deceive
19 members of the consuming public.
20

21 553. Defendants' conduct is fraudulent in violation of the UCL because it is likely to
22 deceive a reasonable consumer. Among other fraudulent conduct, Defendants:

- 23 a. knowingly concealed from Plaintiffs that the Refrigerators contain a latent defect that
24 gives them a propensity to fail;
- 25 b. volunteered information to Plaintiffs through their website, press releases, sales
26 associates, and other means that the refrigerators-and their linear compressors-were
27 functional, premium products without disclosing facts that would have materially
28 qualified those misleading partial representations; and

1 c. promoted the refrigerators as being high quality and containing premium features,
2 including a purportedly reliable linear compressor, despite knowing the refrigerators are
3 defective, and failed to correct their misleading representations.
4

5 554. Defendants knew that the refrigerators were defective and prone to premature
6 failure. Defendants acquired such knowledge from multiple sources, including, without
7 limitation, the thousands of consumer complaints that they received, interactions with their
8 authorized repair personnel, media reports, and the *multiple* class action lawsuits filed in the past
9 few years.

10 555. Defendants owed a duty to disclose that the refrigerators are defective because
11 they had superior knowledge of the compressor defect.

12 556. Defendants had ample means and opportunities to disclose to Plaintiffs prior to
13 purchase that the refrigerators are defective, including through advertisements, on their websites,
14 and through their sales associates at their retail stores. Despite their exclusive knowledge of and
15 these opportunities to disclose the refrigerators' defective nature, Defendants failed to disclose
16 the compressor defect to Plaintiffs before their respective buyers' remorse periods expired.

17 557. Defendants' misrepresentations and fraudulent omissions were material.

18 558. Defendants' fraud led to consumers paying for products that they would not have
19 paid for if they knew the truth about the fact that these products were defective and would break
20 down after approximately one to three years of use.

21 559. As a direct and proximate result of Defendants' unfair, unlawful, and fraudulent
22 acts and practices, Plaintiffs and Class Members were injured and lost money. They did not
23 receive the benefit of the bargain in purchasing the refrigerators, and they spent their own time
24 and money dealing with consequences of being sold defective refrigerators.

25 560. Defendants acted intentionally, knowingly, and maliciously in violation of
26 California's Unfair Competition Law.

27 561. Plaintiffs and Class Members seek all monetary and non-monetary relief allowed
28

1 by law, including restitution of all profits stemming from Defendants’ unfair, unlawful, and
2 fraudulent business practices, declaratory relief, reasonable attorneys’ fees and costs, injunctive
3 relief, and other appropriate equitable relief.
4

5 562. In prosecuting this action for the enforcement of important rights affecting
6 the public interest, Plaintiffs also seek, in addition to damages, restitution and other equitable
7 relief, to recover attorney fees under (i) section 1021.5 of the *Code of Civil Procedure*, and/or (ii)
8 the “common fund” doctrine available to prevailing Plaintiffs who confer a benefit on the general
9 public.

10 **THIRTEENTH CAUSE OF ACTION**

11 **(Violation of the Colorado Consumer Protection Act – Col. Rev. Stat. § 6-1-101, *et seq.*)**

12 *By Plaintiff Cowan, Individually and On Behalf of the Colorado Subclass*

13 563. Plaintiff Cowan realleges and incorporates here by reference each of the foregoing
14 paragraphs, and further allege as follows.

15 564. Plaintiff Cowan brings this claim on behalf of herself and the Colorado State Class
16 against all Defendants.

17 565. Defendants are “persons” within the meaning of Col. Rev. Stat. § 6-1-102(6) of
18 the Colorado Consumer Protection Act (“Colorado CPA”), Col. Rev. Stat. § 6-1-101, *et seq.*

19 566. Plaintiff and Colorado State Class members are “consumers” within the meaning
20 of Col. Rev. Stat. § 6-1-113(1)(a) who purchased LG or Kenmore branded refrigerators.

21 567. The Colorado CPA prohibits deceptive trade practices in the course of a person’s
22 business. Defendants engaged in deceptive trade practices prohibited by the Colorado CPA,
23 including: (1) knowingly making a false representation as to the characteristics, uses, and benefits
24 of the refrigerators that had the capacity or tendency to deceive Colorado State Class members;
25 (2) representing that the refrigerators are of a particular standard, quality, and grade even though
26 Defendants knew or should have known they are not; (3) advertising the refrigerators with the
27 intent no to sell them as advertised; and (4) failing to disclose material information concerning
28 the refrigerators, known to Defendants at the time of advertisement or sale with the intent to
induce Plaintiff and Colorado Class members to purchase these refrigerators.

1 568. In the course of their business, Defendants concealed and suppressed material facts
2 concerning the LG and Kenmore branded refrigerators. Plaintiff and Colorado State Class
3 members had no way of discerning that Defendants' representations were false and misleading
4 because Plaintiff and Colorado State Class members did not have access to the same information
5 that Defendants possessed at the time they purchased the refrigerators. Plaintiff and Colorado
6 State Class members did not and could not unravel Defendants' deception on their own.

7 569. Defendants thus violated the Colorado CPA by, at minimum: representing that the
8 LG and Kenmore branded refrigerators have characteristics, uses, benefits, and qualities which
9 they do not have; and representing that they are of a particular standard, quality, and grade when
10 they are not.

11 570. Defendants intentionally and knowingly misrepresented material facts regarding
12 the refrigerators with intent to mislead Plaintiff and the Colorado State Class.

13 571. Defendants knew or should have known that their conduct violated the Colorado
14 CPA.

15 572. Defendants owed Plaintiff and the Colorado State Class a duty to disclose the
16 defective nature of these refrigerators as they possessed exclusive knowledge as they were
17 manufacturing, selling, and distributing these refrigerators throughout the United States, and
18 knew that they were not as durable as advertised.

19 573. Defendants' concealment of the true defective nature of the compressors contained
20 by these refrigerators was material to Plaintiff and the Colorado State Class.

21 574. Defendants' unfair or deceptive acts or practices were likely to and did in fact
22 deceive reasonable consumers, including Plaintiff and the Colorado Class, about the defective
23 nature of these refrigerators, the quality of these refrigerators, and their true value.

24 575. Defendants' violations present a continuing risk to the Colorado State Class as
25 well as to the general public. Defendants' unlawful acts and practices complained of herein affect
26 the public interest.
27
28

1 576. Plaintiff and the Colorado State Class suffered ascertainable loss and actual
2 damages as a direct and proximate result of Defendants’ misrepresentations and concealment of
3 and failure to disclose material information in the course of Defendants’ business. Defendants
4 had an ongoing duty to all their customers to refrain from unfair and deceptive practices under
5 the Colorado CPA.

6 **FOURTEENTH CAUSE OF ACTION**

7 **(Violation of the Florida Unfair & Deceptive Trade Practices Act – Fla. Stat. § 501.201, et**
8 **seq.)**

9 *By Plaintiffs Schleich, Henderson, Brown, Griner-Comproski, Cannon, Borden and Leedekerken,*
10 *Individually and On Behalf of the Florida Subclass*

11 577. Plaintiffs Schleich, Henderson, Brown, Griner-Comproski, Cannon, Borden and
12 Leedekerken reallege and incorporate here by reference each of the foregoing paragraphs, and
13 further allege as follows.

14 578. Plaintiffs Schleich, Henderson, Brown, Griner-Comproski, Cannon, Borden and
15 Leedekerken bring this claim on behalf of themselves and the Florida State Class against all
16 Defendants.

17 579. Plaintiffs and Florida State Class members are “consumers” within the meaning
18 of Florida Unfair and Deceptive Trade Practices Act (“FUDTPA”), Fla. Stat. § 501.203(7) who
19 purchased LG or Kenmore branded refrigerators.

20 580. Defendants engaged in “trade or commerce” within the meaning of Fla. Stat. §
21 501.203(8).

22 581. FUDTPA prohibits “[u]nfair methods of competition, unconscionable acts or
23 practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce . . .”
24 Fla. Stat. § 501.204(1). Defendants participated in unfair and deceptive trade practices that
25 violated the FUDTPA as described herein.

26 582. In the course of their business, Defendants concealed and suppressed material facts
27 concerning the LG and Kenmore branded refrigerators. Plaintiffs and Florida State Class
28 members had no way of discerning that Defendants’ representations were false and misleading

1 because Plaintiffs and Florida State Class members did not have access to the same information
2 that Defendants possessed at the time they purchased the refrigerators. Plaintiffs and Florida State
3 Class members did not and could not unravel Defendants' deception on their own.

4
5 583. Defendants thus violated the Act by, at minimum: representing that the LG and
6 Kenmore branded refrigerators have characteristics, uses, benefits, and qualities which they do
7 not have; and representing that they are of a particular standard, quality, and grade when they are
8 not.

9 584. Defendants intentionally and knowingly misrepresented material facts regarding
10 the refrigerators with intent to mislead Plaintiffs and the Florida State Class.

11 585. Defendants knew or should have known that their conduct violated the FUDTPA.

12 586. Defendants owed Plaintiffs and the Florida State Class a duty to disclose the
13 defective nature of these refrigerators as they possessed exclusive knowledge as they were
14 manufacturing, selling, and distributing these refrigerators throughout the United States, and
15 knew that they were not as durable as advertised.

16 587. Defendants' concealment of the true defective nature of the compressors contained
17 by these refrigerators was material to Plaintiffs and the Florida State Class.

18 588. Defendants' unfair or deceptive acts or practices were likely to and did in fact
19 deceive reasonable consumers, including Plaintiff and the Florida Class, about the defective
20 nature of these refrigerators, the quality of these refrigerators, and their true value.

21 589. Defendants' violations present a continuing risk to the Florida State Class as well
22 as to the general public. Defendants' unlawful acts and practices complained of herein affect the
23 public interest.

24 590. Plaintiffs and the Florida State Class suffered ascertainable loss and actual
25 damages as a direct and proximate result of Defendants' misrepresentations and concealment of
26 and failure to disclose material information in the course of Defendants' business. Defendants
27 had an ongoing duty to all their customers to refrain from unfair and deceptive practices under
28 the FUDTPA.

591. As a direct and proximate result of Defendants' violations of the FUDTPA, Plaintiffs and members of the Florida State Class have suffered injury-in-fact and/or actual damage.

592. Plaintiffs and the Florida State Class are entitled to recover their actual damages under Fla. Stat. § 501.211(2) and attorneys' fees under Fla. Stat. § 501.2105(1).

593. Plaintiffs and the Florida State Class also seek an order enjoining Defendants' unfair, unlawful, and/or deceptive practices, declaratory relief, attorneys' fees, and any other just and proper relief available under the FUDTPA.

FIFTEENTH CAUSE OF ACTION

(Violation of Georgia's Fair Business Practices Act – Ga. Code Ann. § 10-1-390, *et seq.*)

By Plaintiffs Strickland, Frame, Campbell, Sack and Carey, Individually and On Behalf of the Georgia Subclass

594. Plaintiffs Strickland, Frame, Campbell, Sack and Carey reallege and incorporate here by reference each of the foregoing paragraphs, and further allege as follows.

595. Plaintiffs Strickland, Frame, Campbell, Sack and Carey bring this claim on behalf of themselves and the Georgia State Class against all Defendants.

596. The Georgia Fair Business Practices Act (“Georgia FBPA”) declares “[u]nfair or deceptive acts or practices in the conduct of consumer transactions and consumer acts or practices in trade or commerce” to be unlawful, Ga. Code. Ann. § 10-1-393(a), including but not limited to “representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have,” “[r]epresenting that goods or services are of a particular standard, quality, or grade . . . if they are of another,” and “[a]dvertising goods or services with intent not to sell them as advertised,” Ga. Code. Ann. § 10-1-393(b).

597. In the course of their business, Defendants concealed and suppressed material facts concerning the LG and Kenmore branded refrigerators. Plaintiffs and Georgia State Class members had no way of discerning that Defendants' representations were false and misleading because Plaintiffs and Georgia State Class members did not have access to the same information

1 that Defendants possessed at the time they purchased the refrigerators. Plaintiffs and Georgia
2 State Class members did not and could not unravel Defendants' deception on their own.

3
4 598. Defendants thus violated the Act by, at minimum: representing that the LG and
5 Kenmore branded refrigerators have characteristics, uses, benefits, and qualities which they do
6 not have; and representing that they are of a particular standard, quality, and grade when they are
7 not.

8 599. Defendants intentionally and knowingly misrepresented material facts regarding
9 the refrigerators with intent to mislead Plaintiffs and the Georgia State Class.

10 600. Defendants knew or should have known that their conduct violated the Georgia
11 FBPA.

12 601. Defendants owed Plaintiffs and the Georgia State Class a duty to disclose the
13 defective nature of these refrigerators as they possessed exclusive knowledge as they were
14 manufacturing, selling, and distributing these refrigerators throughout the United States, and
15 knew that they were not as durable as advertised.

16 602. Defendants' concealment of the true defective nature of the compressors contained
17 by these refrigerators was material to Plaintiffs and the Georgia State Class.

18 603. Defendants' unfair or deceptive acts or practices were likely to and did in fact
19 deceive reasonable consumers, including Plaintiff and the Georgia Class, about the defective
20 nature of these refrigerators, the quality of these refrigerators, and their true value.

21 604. Defendants' violations present a continuing risk to the Georgia State Class as well
22 as to the general public. Defendants' unlawful acts and practices complained of herein affect the
23 public interest.

24 605. Plaintiffs and the Georgia State Class suffered ascertainable loss and actual
25 damages as a direct and proximate result of Defendants' misrepresentations and concealment of
26 and failure to disclose material information in the course of Defendants' business. Defendants
27 had an ongoing duty to all their customers to refrain from unfair and deceptive practices under
28 the Georgia FBPA.

606. As a direct and proximate result of Defendants' violations of the Georgia FBPA, Plaintiffs and members of the Georgia State Class have suffered injury-in-fact and/or actual damage.

607. Plaintiffs and the Georgia State Class are entitled to recover damages and exemplary damages (for intentional violations) per Ga. Code. Ann. § 10-1-399(a).

608. Plaintiffs and the Georgia State Class also seek an order enjoining Defendants' unfair, unlawful, and/or deceptive practices, attorneys' fees, and any other just and proper relief available under the Georgia FBPA per Ga. Code. Ann. § 10-1-399.

609. Defendants have been on notice of the issues raised in this count and this Complaint by way of communications received from Plaintiff and the Georgia Class, as well as through the various prior lawsuits they have been a part of with regards to the same issue. Plaintiff and the Georgia State Class seek all damages and relief to which they are entitled.

SIXTEENTH CAUSE OF ACTION

(Unfair and Deceptive Acts in Violation of Hawaii Law – Haw. Rev. Stat. § 480, *et seq.*)

By Plaintiff Painton, Individually and On Behalf of the Hawaii Subclass

610. Plaintiff Painton realleges and incorporates here by reference each of the foregoing paragraphs, and further allege as follows.

611. Plaintiff Painton brings this claim on behalf of himself and the Hawaii State Class against all Defendants.

612. Plaintiff and Hawaii State Class members are “consumer[s]” as defined by Haw. Rev. Stat. § 480-1, who purchased LG or Kenmore branded refrigerators.

613. Defendants are “person[s] under Haw. Rev. Stat. § 480-1.

614. Defendants' acts or practices as set forth above occurred in the conduct of trade or commerce.

615. The Hawaii Act § 480-2(a) prohibits “unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce”

1 616. In the course of their business, Defendants concealed and suppressed material facts
2 concerning the LG and Kenmore branded refrigerators. Plaintiff and Hawaii State Class members
3 had no way of discerning that Defendants' representations were false and misleading because
4 Plaintiff and Hawaii State Class members did not have access to the same information that
5 Defendants possessed at the time they purchased the refrigerators. Plaintiff and Hawaii State
6 Class members did not and could not unravel Defendants' deception on their own.

7 617. Defendants thus violated the Hawaii Act by, at minimum: representing that the LG
8 and Kenmore branded refrigerators have characteristics, uses, benefits, and qualities which they
9 do not have; and representing that they are of a particular standard, quality, and grade when they
10 are not.

11 618. Defendants intentionally and knowingly misrepresented material facts regarding
12 the refrigerators with intent to mislead Plaintiff and the Hawaii State Class. Defendants knew or
13 should have known that their conduct violated Hawaii law.

14 619. Defendants owed Plaintiff and the Hawaii State Class a duty to disclose the
15 defective nature of these refrigerators as they possessed exclusive knowledge as they were
16 manufacturing, selling, and distributing these refrigerators throughout the United States, and
17 knew that they were not as durable as advertised.

18 620. Defendants' concealment of the true defective nature of the compressors contained
19 by these refrigerators was material to Plaintiffs and the Hawaii State Class.

20 621. Defendants' unfair or deceptive acts or practices were likely to and did in fact
21 deceive reasonable consumers, including Plaintiffs and the Hawaii State Class, about the
22 defective nature of these refrigerators, the quality of these refrigerators, and their true value.

23 622. Defendants' violations present a continuing risk to the Hawaii State Class as well
24 as to the general public. Defendants' unlawful acts and practices complained of herein affect the
25 public interest.

26 623. Plaintiffs and the Hawaii State Class suffered ascertainable loss and actual
27 damages as a direct and proximate result of Defendants' misrepresentations and concealment of
28

1 and failure to disclose material information. Defendants had an ongoing duty to all their
2 customers to refrain from unfair and deceptive practices under Hawaii law. All owners of these
3 refrigerators suffered ascertainable loss as a result of Defendants' deceptive and unfair acts and
4 practices made in the course of Defendants' business.
5

6 **SEVENTEENTH CAUSE OF ACTION**

7 **(Violation of the Idaho Consumer Protection Act – Idaho Code § 48-601, et seq.)**

8 *By Plaintiff Nelson, Individually and On Behalf of the Idaho Subclass*

9 624. Plaintiff Nelson realleges and incorporates here by reference each of the foregoing
10 paragraphs, and further allege as follows.

11 625. Plaintiff Nelson brings this claim on behalf of himself and the Idaho State Class
12 against all Defendants.

13 626. Defendants are “person[s]” under the Idaho Consumer Protection Act (“Idaho
14 CPA”), Idaho Code § 48-602(1).

15 627. Defendants' acts or practices as set forth above occurred in the conduct of “trade”
16 or “commerce” under Idaho Code § 48-602(2).

17 628. Defendants participated in misleading, false, or deceptive acts that violated the
18 Idaho CPA.
19

20 629. In the course of their business, Defendants concealed and suppressed material facts
21 concerning the LG and Kenmore branded refrigerators. Plaintiff and Idaho State Class members
22 had no way of discerning that Defendants' representations were false and misleading because
23 Plaintiff and Idaho State Class members did not have access to the same information that
24 Defendants possessed at the time they purchased the refrigerators. Plaintiff and Idaho State Class
25 members did not and could not unravel Defendants' deception on their own.

26 630. Defendants thus violated the Idaho CPA by, at minimum: representing that the LG
27 and Kenmore branded refrigerators have characteristics, uses, benefits, and qualities which they
28 do not have; and representing that they are of a particular standard, quality, and grade when they

1 are not. Defendants intentionally and knowingly misrepresented material facts regarding the
2 refrigerators with intent to mislead Plaintiff and the Idaho State Class.

3
4 631. Defendants knew or should have known that their conduct violated the Idaho
5 CPA.

6 632. Defendants owed Plaintiff and the Idaho State Class a duty to disclose the defective
7 nature of these refrigerators as they possessed exclusive knowledge as they were manufacturing,
8 selling, and distributing these refrigerators throughout the United States, and knew that they were
9 not as durable as advertised.

10 633. Defendants' concealment of the true defective nature of the compressors contained
11 by these refrigerators was material to Plaintiff and the Idaho State Class.

12 634. Defendants' unfair or deceptive acts or practices were likely to and did in fact
13 deceive reasonable consumers, including Plaintiff and the Idaho Class, about the defective nature
14 of these refrigerators, the quality of these refrigerators, and their true value.

15 635. Defendants' violations present a continuing risk to the Idaho State Class as well
16 as to the general public. Defendants' unlawful acts and practices complained of herein affect the
17 public interest.

18 636. Plaintiffs and the Idaho State Class suffered ascertainable loss and actual damages
19 as a direct and proximate result of Defendants' misrepresentations and concealment of and failure
20 to disclose material information in the course of Defendants' business. Defendants had an
21 ongoing duty to all their customers to refrain from unfair and deceptive practices under the Idaho
22 CPA.
23

24 637. As a direct and proximate result of Defendants' violations of the Idaho CPA,
25 Plaintiff and members of the Idaho State Class have suffered injury-in-fact and/or actual damage.

26 638. Pursuant to Idaho Code § 48-608, the Idaho State Class seeks monetary relief
27 against Defendants measured as the greater of (a) actual damages in an amount to be determined
28 at trial and (b) statutory damages in the amount of \$1,000 for each Idaho State Class member.

639. The Idaho State Class also seeks an order enjoining Defendants’ unfair, unlawful, and/or deceptive practices, attorneys’ fees, and any other just and proper relief available under the Idaho CPA.

640. The Idaho State Class also seeks punitive damages against Defendants because Defendants conduct evidences an extreme deviation from reasonable standards. Defendants flagrantly and fraudulently misrepresented the durability of the refrigerators, deceived Class members, and concealed material facts that only they knew—all to avoid the expense and public relations nightmare of correcting a flaw in the refrigerators. Defendants’ unlawful conduct constitutes oppression and fraud warranting punitive damages.

EIGHTEENTH CAUSE OF ACTION

(Violation of the Illinois Consumer Fraud and Deceptive Business Practices Act – 815

ILCS 505/1, *et seq.*)

By Plaintiffs Hawotte, Burge, Holdgrafer and Weisberg, Individually and On Behalf of the Illinois Subclass

641. Plaintiffs Hawotte, Burge, Holdgrafer and Weisberg reallege and incorporate here by reference each of the foregoing paragraphs, and further allege as follows.

642. Plaintiffs Hawotte, Burge, Holdgrafer and Weisberg bring this claim on behalf of themselves and the Illinois State Class against all Defendants.

643. Defendants are “person[s]” as that term is defined in 815 ILCS 505/1(c).

644. Members of the Illinois State Class are “consumers” as that term is defined in 815 ILCS 505/1(e).

645. The Illinois Consumer Fraud and Deceptive Business Practices Act (“Illinois CFA”) prohibits “unfair or deceptive acts or practices, including but not limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact. . . in the conduct of trade or commerce. . . whether any person has in fact been misled, deceived or damaged thereby.” 815 ILCS 505/2.

1 646. In the course of their business, Defendants concealed and suppressed material
2 facts concerning the LG and Kenmore branded refrigerators. Plaintiffs and Illinois State Class
3 members had no way of discerning that Defendants' representations were false and misleading
4 because Plaintiffs and Illinois State Class members did not have access to the same information
5 that Defendants possessed at the time they purchased the refrigerators. Plaintiffs and Illinois State
6 Class members did not and could not unravel Defendants' deception on their own.

7
8 647. Defendants thus violated the Illinois CFA by, at minimum: representing that the
9 LG and Kenmore branded refrigerators have characteristics, uses, benefits, and qualities which
10 they do not have; and representing that they are of a particular standard, quality, and grade when
11 they are not. Defendants intentionally and knowingly misrepresented material facts regarding the
12 refrigerators with intent to mislead Plaintiffs and the Illinois State Class.

13 648. Defendants knew or should have known that their conduct violated the Illinois
14 CFA.

15 649. Defendants owed Plaintiffs and the Illinois State Class a duty to disclose the
16 defective nature of these refrigerators as they possessed exclusive knowledge as they were
17 manufacturing, selling, and distributing these refrigerators throughout the United States, and
18 knew that they were not as durable as advertised.

19
20 650. Defendants' concealment of the true defective nature of the compressors contained
21 by these refrigerators was material to Plaintiffs and the Illinois State Class.

22 651. Defendants' unfair or deceptive acts or practices were likely to and did in fact
23 deceive reasonable consumers, including Plaintiffs and the Illinois Class, about the defective
24 nature of these refrigerators, the quality of these refrigerators, and their true value.

25 652. Defendants' violations present a continuing risk to the Illinois State Class as well
26 as to the general public. Defendants' unlawful acts and practices complained of herein affect the
27 public interest.

28 653. Plaintiffs and the Illinois State Class suffered ascertainable loss and actual
damages as a direct and proximate result of Defendants' misrepresentations and concealment of

1 and failure to disclose material information in the course of Defendants' business. Defendants
2 had an ongoing duty to all their customers to refrain from unfair and deceptive practices under
3 the Illinois CFA.
4

5 654. As a direct and proximate result of Defendants' violations of the Illinois CFA,
6 Plaintiffs and members of the Illinois State Class have suffered injury-in-fact and/or actual
7 damage.
8

9 655. Pursuant to 815 ILCS 505/10a(a), the Illinois State Class seeks monetary relief
10 against Defendants in the amount of actual damages, as well as punitive damages because
11 Defendants acted with fraud and/or malice and/or was grossly negligent.
12

13 656. Plaintiffs and the Illinois State Class also seek an order enjoining Defendants'
14 unfair and/or deceptive acts or practices, punitive damages, and attorneys' fees, and any other
15 just and proper relief available under 815 ILCS § 505/1 *et seq.*
16

17 **NINETEENTH CAUSE OF ACTION**

18 **(Violation of the Indiana Deceptive Consumer Sales Act – Ind. Code § 24-5-0.5-3)**

19 *By Plaintiffs Bell, Jameson, Hebner and Davis, Individually and On Behalf of the Indiana*
20 *Subclass*
21

22 657. Plaintiffs Bell, Jameson, Hebner and Davis reallege and incorporate here by
23 reference each of the foregoing paragraphs, and further allege as follows.
24

25 658. Plaintiffs Bell, Jameson, Hebner and Davis bring this claim on behalf of themselves
26 and the Indiana State Class against all Defendants.
27

28 659. In the course of their business, Defendants concealed and suppressed material facts
concerning the LG and Kenmore branded refrigerators. Plaintiffs and Indiana State Class
members had no way of discerning that Defendants' representations were false and misleading
because Plaintiffs and Indiana State Class members did not have access to the same information
that Defendants possessed at the time they purchased the refrigerators. Plaintiffs and Indiana State
Class members did not and could not unravel Defendants' deception on their own.

1 660. Defendants thus violated the Act by, at minimum: representing that the LG and
2 Kenmore branded refrigerators have characteristics, uses, benefits, and qualities which they do
3 not have; and representing that they are of a particular standard, quality, and grade when they are
4 not. Defendants intentionally and knowingly misrepresented material facts regarding the
5 refrigerators with intent to mislead Plaintiffs and the Illinois State Class.
6

7 661. Defendants knew or should have known that their conduct violated the Indiana
8 DCSA.

9 662. Defendants owed Plaintiffs and the Indiana State Class a duty to disclose the
10 defective nature of these refrigerators as they possessed exclusive knowledge as they were
11 manufacturing, selling, and distributing these refrigerators throughout the United States, and
12 knew that they were not as durable as advertised.

13 663. Defendants' concealment of the true defective nature of the compressors contained
14 by these refrigerators was material to Plaintiffs and the Indiana State Class.
15

16 664. Defendants' unfair or deceptive acts or practices were likely to and did in fact
17 deceive reasonable consumers, including Plaintiffs and the Indiana Class, about the defective
18 nature of these refrigerators, the quality of these refrigerators, and their true value.

19 665. Defendants' violations present a continuing risk to the Indiana State Class as well
20 as to the general public. Defendants' unlawful acts and practices complained of herein affect the
21 public interest.

22 666. Plaintiffs and the Indiana State Class suffered ascertainable loss and actual
23 damages as a direct and proximate result of Defendants' misrepresentations and concealment of
24 and failure to disclose material information in the course of Defendants' business. Defendants
25 had an ongoing duty to all their customers to refrain from unfair and deceptive practices under
26 the Indiana DCSA.
27

28 667. As a direct and proximate result of Defendants' violations of the Indiana DCSA,
Plaintiffs and members of the Indiana State Class have suffered injury-in-fact and/or actual
damage.

1 668. Pursuant to Ind. Code § 24-5-0.5-4, the Indiana State Class seeks monetary relief
2 against Defendants measured as the greater of (a) actual damages in an amount to be determined
3 at trial and (b) statutory damages in the amount of \$500 for each Indiana State Class member,
4 including treble damages up to \$1,000 for Defendants' willfully deceptive acts.

5 669. The Indiana State Class also seeks punitive damages based on the outrageousness
6 and recklessness of the Defendants' conduct and Defendants' high net worth.

7 670. Defendants have been on notice of the issues raised in this count and this
8 Complaint by way of communications received from Plaintiff and the Indiana Class, as well as
9 through the various prior lawsuits they have been a part of with regards to the same issue. Plaintiff
10 and the Indiana State Class seek all damages and relief to which they are entitled.

11
12 **TWENTIETH CAUSE OF ACTION**

13 **(Violation of the Kentucky Consumer Protection Act – Ky. Rev. Stat. Ann § 367.110, et**
14 **seq.)**

15 *By Plaintiffs Eaton and Sawyers, Individually and On Behalf of the Kentucky Subclass*

16 671. Plaintiffs Eaton and Sawyers reallege and incorporate here by reference each of
17 the foregoing paragraphs, and further allege as follows.

18 672. Plaintiffs Eaton and Sawyers bring this claim on behalf of themselves and the
19 Kentucky State Class against all Defendants.

20 673. Defendants, Plaintiffs and the Kentucky State Class are "persons" within the
21 meaning of the Ky. Rev. Stat. § 367.110(1).

22 674. Defendants engaged in "trade" or "commerce" within the meaning of Ky. Rev.
23 Stat. § 367.110(2).

24 675. The Kentucky Consumer Protection Act ("Kentucky CPA") makes unlawful
25 "[u]nfair, false, misleading, or deceptive acts or practices in the conduct of any trade or commerce
26" Ky. Rev. Stat. § 367.170(1). Defendants participated in misleading, false, or deceptive acts
27 that violated the Kentucky CPA. By failing to disclose and by actively concealing the defects
28

1 identified herein, and marketing these refrigerators as reliable, efficient, and of high quality,
2 Defendants engaged in deceptive business practices prohibited by the Kentucky CPA.

3
4 676. In the course of their business, Defendants concealed and suppressed material facts
5 concerning the LG and Kenmore branded refrigerators. Plaintiffs and Kentucky State Class
6 members had no way of discerning that Defendants' representations were false and misleading
7 because Plaintiffs and Kentucky State Class members did not have access to the same information
8 that Defendants possessed at the time they purchased the refrigerators. Plaintiffs and Kentucky
9 State Class members did not and could not unravel Defendants' deception on their own.

10 677. Defendants thus violated the Act by, at minimum: representing that the LG and
11 Kenmore branded refrigerators have characteristics, uses, benefits, and qualities which they do
12 not have; and representing that they are of a particular standard, quality, and grade when they are
13 not. Defendants intentionally and knowingly misrepresented material facts regarding the
14 refrigerators with intent to mislead Plaintiffs and the Kentucky State Class.

15 678. Defendants knew or should have known that their conduct violated the Kentucky
16 CPA.

17
18 679. Defendants owed Plaintiffs and the Kentucky State Class a duty to disclose the
19 defective nature of these refrigerators as they possessed exclusive knowledge as they were
20 manufacturing, selling, and distributing these refrigerators throughout the United States, and
21 knew that they were not as durable as advertised.

22 680. Defendants' fraudulent concealment of the true defective nature of the
23 compressors contained by these refrigerators was material to Plaintiffs and the Kentucky State
24 Class.

25 681. Defendants' unfair or deceptive acts or practices were likely to and did in fact
26 deceive reasonable consumers, including Plaintiffs and the Kentucky Class, about the defective
27 nature of these refrigerators, the quality of these refrigerators, and their true value.
28

1 682. Defendants' violations present a continuing risk to the Kentucky State Class as
2 well as to the general public. Defendants' unlawful acts and practices complained of herein affect
3 the public interest.
4

5 683. Plaintiffs and the Kentucky State Class suffered ascertainable loss and actual
6 damages as a direct and proximate result of Defendants' misrepresentations and concealment of
7 and failure to disclose material information in the course of Defendants' business. Defendants
8 had an ongoing duty to all their customers to refrain from unfair and deceptive practices under
9 the Kentucky CPA.

10 684. As a direct and proximate result of Defendants' violations of the Kentucky CPA,
11 Plaintiffs and members of the Kentucky State Class have suffered injury-in-fact and/or actual
12 damage.

13 685. Pursuant to Ky. Rev. Stat. Ann. § 367.220, the Kentucky State Class seeks to recover
14 actual damages in an amount to be determined at trial; an order enjoining Defendants' unfair,
15 unlawful, and/or deceptive practices; declaratory relief; attorneys' fees; and any other just
16 and proper relief available under Ky. Rev. Stat. Ann. § 367.220.

17 **TWENTY-FIRST CAUSE OF ACTION**

18 **(Violation of the Louisiana Unfair Trade Practices and Consumer Protection Law – La.**
19 **Stat. Ann. § 51.1401, et seq.)**

20 *By Plaintiff Scott, Individually and On Behalf of the Louisiana Subclass*

21 686. Plaintiff Scott realleges and incorporates here by reference each of the foregoing
22 paragraphs, and further allege as follows.

23 687. Plaintiff Scott brings this claim on behalf of himself and the Louisiana State Class
24 against all Defendants.

25 688. Defendants, Plaintiffs and the Louisiana State Class are "persons" within the
26 meaning of the La. Rev. Stat. § 51:1402(1).
27

28 689. Defendants engaged in "trade" or "commerce" within the meaning of La. Rev.
Stat. § 51:1402(10).

1 690. The Louisiana Unfair Trade Practices and Consumer Protection Law (“Louisiana
2 CPL”) makes unlawful “deceptive acts or practices in the conduct of any trade or commerce.” La.
3 Rev. Stat. § 51:1405(A). Defendants participated in misleading, false, or deceptive acts that
4 violated the Louisiana CPL.
5

6 691. In the course of their business, Defendants concealed and suppressed material facts
7 concerning the LG and Kenmore branded refrigerators. Plaintiffs and Louisiana State Class
8 members had no way of discerning that Defendants’ representations were false and misleading
9 because Plaintiffs and Louisiana State Class members did not have access to the same information
10 that Defendants possessed at the time they purchased the refrigerators. Plaintiffs and Louisiana
11 State Class members did not and could not unravel Defendants’ deception on their own.

12 692. Defendants thus violated the Act by, at minimum: representing that the LG and
13 Kenmore branded refrigerators have characteristics, uses, benefits, and qualities which they do
14 not have; and representing that they are of a particular standard, quality, and grade when they are
15 not. Defendants intentionally and knowingly misrepresented material facts regarding the
16 refrigerators with intent to mislead Plaintiffs and the Louisiana State Class.

17 693. Defendants knew or should have known that their conduct violated the Louisiana
18 CPL.
19

20 694. Defendants owed Plaintiffs and the Louisiana State Class a duty to disclose the
21 defective nature of these refrigerators as they possessed exclusive knowledge as they were
22 manufacturing, selling, and distributing these refrigerators throughout the United States, and
23 knew that they were not as durable as advertised.

24 695. Defendants’ concealment of the true defective nature of the compressors contained
25 by these refrigerators was material to Plaintiffs and the Louisiana State Class.

26 696. Defendants’ unfair or deceptive acts or practices were likely to and did in fact
27 deceive reasonable consumers, including Plaintiff and the Louisiana Class, about the defective
28 nature of these refrigerators, the quality of these refrigerators, and their true value.

1 697. Defendants' violations present a continuing risk to the Louisiana State Class as
2 well as to the general public. Defendants' unlawful acts and practices complained of herein affect
3 the public interest.
4

5 698. Plaintiffs and the Louisiana State Class suffered ascertainable loss and actual
6 damages as a direct and proximate result of Defendants' misrepresentations and concealment of
7 and failure to disclose material information in the course of Defendants' business. Defendants
8 had an ongoing duty to all their customers to refrain from unfair and deceptive practices under
9 the Louisiana CPL.

10 699. As a direct and proximate result of Defendants' violations of the Louisiana CPL,
11 the Louisiana State Class has suffered injury-in-fact and/or actual damage.

12 700. Pursuant to La. Rev. Stat. § 51:1409, the Louisiana State Class seeks to recover
13 actual damages in an amount to be determined at trial; treble damages for Defendants' knowing
14 violations of the Louisiana CPL; an order enjoining Defendants' unfair, unlawful, and/or deceptive
15 practices; declaratory relief; attorneys' fees; and any other just and proper relief available under
16 La. Rev. Stat. § 51:1409.
17

18 **TWENTY-SECOND CAUSE OF ACTION**

19 **(Violation of the Maryland Consumer Protection Act – Md. Code Com. Law § 13-101 *et***
20 ***seq.*)**

21 *By Plaintiffs Mullikin, Rivera and Adewole, Individually and On Behalf of the Maryland Subclass*

22 701. Plaintiffs Mullikin, Rivera and Adewole reallege and incorporate here by reference
23 each of the foregoing paragraphs, and further allege as follows.

24 702. Plaintiffs Mullikin, Rivera and Adewole bring this claim on behalf of themselves
25 and the Maryland State Class against all Defendants.

26 703. Defendants, and the Maryland State Class are "persons" within the meaning of the
27 Code Com. Law § 13-101(h).

28 704. The Maryland Consumer Protection Act ("Maryland CPA") provides that a person
may not engage in any unfair or deceptive trade practice in the sale of any consumer good. Md.

1 Code Com. Law § 13-303. Defendants participated in misleading, false, or deceptive acts that
2 violated the Maryland CPA.

3
4 705. In the course of their business, Defendants concealed and suppressed material facts
5 concerning the LG and Kenmore branded refrigerators. Plaintiffs and Maryland State Class
6 members had no way of discerning that Defendants' representations were false and misleading
7 because Plaintiffs and Maryland State Class members did not have access to the same information
8 that Defendants possessed at the time they purchased the refrigerators. Plaintiffs and Maryland
9 State Class members did not and could not unravel Defendants' deception on their own.

10 706. Defendants thus violated the Act by, at minimum: representing that the LG and
11 Kenmore branded refrigerators have characteristics, uses, benefits, and qualities which they do
12 not have; and representing that they are of a particular standard, quality, and grade when they are
13 not. Defendants intentionally and knowingly misrepresented material facts regarding the
14 refrigerators with intent to mislead Plaintiffs and the Maryland State Class.

15 707. Defendants intentionally and knowingly misrepresented material facts regarding
16 the refrigerators with intent to mislead the Maryland State Class. Defendants knew or should have
17 known that their conduct violated the Maryland CPA.

18 708. Defendants owed Plaintiffs and the Maryland State Class a duty to disclose the
19 defective nature of these refrigerators as they possessed exclusive knowledge as they were
20 manufacturing, selling, and distributing these refrigerators throughout the United States, and
21 knew that they were not as durable as advertised.

22 709. Defendants' concealment of the true defective nature of the compressors contained
23 by these refrigerators was material to Plaintiffs and the Louisiana State Class.

24 710. Defendants' unfair or deceptive acts or practices were likely to and did in fact
25 deceive reasonable consumers, including Plaintiff and the Maryland Class, about the defective
26 nature of these refrigerators, the quality of these refrigerators, and their true value.
27
28

1 711. Defendants' violations present a continuing risk to the Maryland State Class as
2 well as to the general public. Defendants' unlawful acts and practices complained of herein affect
3 the public interest.
4

5 712. Plaintiffs and the Maryland State Class suffered ascertainable loss and actual
6 damages as a direct and proximate result of Defendants' misrepresentations and concealment of
7 and failure to disclose material information in the course of Defendants' business. Defendants
8 had an ongoing duty to all their customers to refrain from unfair and deceptive practices under
9 the Maryland CPA.

10 713. As a direct and proximate result of Defendants' violations of the Maryland CPA,
11 the Maryland State Class has suffered injury-in-fact and/or actual damage.

12 714. Pursuant to Md. Code Com. Law § 13-408, the Maryland State Class seeks actual
13 damages, attorneys' fees, and any other just and proper relief available under the Maryland CPA.
14

15 **TWENTY-THIRD CAUSE OF ACTION**

16 **(Violation of Massachusetts Consumer Protection Law – Mass. Gen. Laws Ch. 93a, § 1, *et***
17 ***seq.*)**

18 ***By Plaintiff Sacharin, Individually and On Behalf of the Massachusetts Subclass***

19 715. Plaintiffs reallege and incorporate here by reference each of the foregoing
20 paragraphs, and further allege as follows.

21 716. Plaintiff Sacharin brings this claim under Massachusetts law on behalf of herself
22 and the Massachusetts State Class.

23 717. Massachusetts Consumer Protection Law ("MCPL") declares unlawful "unfair
24 or deceptive acts or practices in the conduct of any trade or commerce." Mass. Gen. L. ch.
25 93A, § 2(a).

26 718. Defendants violated the MCPL by engaging in unfair or deceptive practices in
27 the conduct of trade or commerce.

28 719. Defendants represented to Plaintiff Sacharin and the Massachusetts Subclass
members that they were purchasing high-quality refrigerators that would last many years, when

1 in fact they were selling defective refrigerators that had a short life-span of at times less than two
2 years.

3
4 720. Defendants failed to disclose the defective nature of these refrigerators and as
5 such, and as a result of their uniform misrepresentations and omissions, misled customers into
6 believing that they were purchasing long-lasting working refrigerators when in fact they were
7 purchasing faulty and defective products that they would not have purchased had they known the
8 truth about.

9 721. Defendants' practices are likely to mislead a reasonable consumer and therefore
10 were materially misleading.

11 722. Defendants' conduct alleged herein was done knowingly and willfully.

12 723. As a result of Defendants' misconduct, all Massachusetts Subclass
13 members, including Plaintiff Sacharin, suffered an identifiable, economic injury-namely that
14 Defendants' unfair or deceptive conduct caused them to overpay on refrigerators that lasted a
15 fraction of the expected life of a refrigerator.

16 724. On information and belief, Defendants have not refunded Plaintiff Sacharin or any
17 other Massachusetts Subclass member for the wrongfully retained overcharge on the defective
18 refrigerators sold to consumers, despite Defendants' clear knowledge of the defective nature of
19 these products.

20 725. As such, Plaintiff Sacharin and the Massachusetts Subclass members seek actual
21 damages or statutory damages, whichever is greater, double or treble damages and reasonable
22 attorneys' fees and costs.

23 **TWENTY-FOURTH CAUSE OF ACTION**

24 **(Violation of the Michigan Consumer Protection Act – Mich. Comp. Laws § 445.903, et**
25 **seq.)**

26 *By Plaintiffs Tapin and Mauk, Individually and On Behalf of the Michigan Subclass*

27 726. Plaintiffs Tapin and Mauk reallege and incorporate here by reference each of the
28 foregoing paragraphs, and further allege as follows.

1 727. Plaintiffs Tapin and Mauk bring this claim on behalf of themselves and the
2 Michigan State Class against all Defendants.

3 728. Plaintiffs, and the Michigan State Class are “persons” within the meaning of the
4 Mich. Comp. Laws § 445.902(1)(d).

5 729. Defendants are “person[s]” engaged in “trade or commerce” within the meaning
6 of the Mich. Comp. Laws § 445.902(1)(d) and (g).

7 730. The Michigan Consumer Protection Act (“Michigan CPA”) prohibits “[u]nfair,
8 unconscionable, or deceptive methods, acts, or practices in the conduct of trade or commerce . . .
9 .” Mich. Comp. Laws § 445.903(1). Defendants engaged in unfair, unconscionable, or deceptive
10 methods, acts or practices prohibited by the Michigan CPA, including: “(c) Representing that
11 goods or services have . . . characteristics . . . that they do not have. . . .;” “(e) Representing that
12 goods or services are of a particular standard . . . if they are of another;” “(s) Failing to reveal a
13 material fact, the omission of which tends to mislead or deceive the consumer, and which fact
14 could not reasonably be known by the consumer;” “(bb) Making a representation of fact or
15 statement of fact material to the transaction such that a person reasonably believes the represented
16 or suggested state of affairs to be other than it actually is;” and “(cc) Failing to reveal facts that
17 are material to the transaction in light of representations of fact made in a positive manner.” Mich.
18 Comp. Laws § 445.903(1).

19 731. In the course of their business, Defendants concealed and suppressed material facts
20 concerning the LG and Kenmore branded refrigerators. Plaintiffs and Michigan State Class
21 members had no way of discerning that Defendants’ representations were false and misleading
22 because Plaintiffs and Michigan State Class members did not have access to the same information
23 that Defendants possessed at the time they purchased the refrigerators. Plaintiffs and Michigan
24 State Class members did not and could not unravel Defendants’ deception on their own.

25 732. Defendants thus violated the Act by, at minimum: representing that the LG and
26 Kenmore branded refrigerators have characteristics, uses, benefits, and qualities which they do
27 not have; and representing that they are of a particular standard, quality, and grade when they are
28

1 not. Defendants intentionally and knowingly misrepresented material facts regarding the
2 refrigerators with intent to mislead Plaintiffs and the Michigan State Class.

3
4 733. Defendants intentionally and knowingly misrepresented material facts regarding
5 the refrigerators with intent to mislead the Michigan State Class. Defendants knew or should have
6 known that their conduct violated the Michigan CPA.

7
8 734. Defendants owed Plaintiffs and the Michigan State Class a duty to disclose the
9 defective nature of these refrigerators as they possessed exclusive knowledge as they were
10 manufacturing, selling, and distributing these refrigerators throughout the United States, and
11 knew that they were not as durable as advertised.

12 735. Defendants' concealment of the true defective nature of the compressors contained
13 by these refrigerators was material to Plaintiffs and the Michigan State Class.

14 736. Defendants' unfair or deceptive acts or practices were likely to and did in fact
15 deceive reasonable consumers, including Plaintiff and the Michigan Class, about the defective
16 nature of these refrigerators, the quality of these refrigerators, and their true value.

17 737. Defendants' violations present a continuing risk to the Michigan State Class as
18 well as to the general public. Defendants' unlawful acts and practices complained of herein affect
19 the public interest.

20 738. Plaintiffs and the Michigan State Class suffered ascertainable loss and actual
21 damages as a direct and proximate result of Defendants' misrepresentations and concealment of
22 and failure to disclose material information in the course of Defendants' business. Defendants
23 had an ongoing duty to all their customers to refrain from unfair and deceptive practices under
24 the Michigan CPA.

25 739. As a direct and proximate result of Defendants' violations of the Michigan CPA,
26 the Michigan State Class has suffered injury-in-fact and/or actual damage.

27
28 740. Plaintiffs and the Michigan State Class seeks injunctive relief to enjoin Defendants
from continuing its unfair and deceptive acts; monetary relief against Defendants measured as the

greater of (a) actual damages in an amount to be determined at trial and (b) statutory damages in the amount of \$250 for each Michigan State Class member; reasonable attorneys' fees; and any other just and proper relief available under Mich. Comp. Laws § 445.911.

741. Plaintiffs and the Michigan State Class also seeks punitive damages against Defendants because it carried out despicable conduct with willful and conscious disregard of the rights of others. Defendants intentionally and willfully misrepresented the reliability of the refrigerators and concealed material facts that only they knew—all to avoid the expense and public relations nightmare of correcting a flaw in them. Defendants' unlawful conduct constitutes oppression and fraud warranting punitive damages.

TWENTY-FIFTH CAUSE OF ACTION

(Violation of the Minnesota Prevention of Consumer Fraud Act – Minn. Stat. § 325F.68, *et seq.*)

By Plaintiff Finkbeiner, Individually and On Behalf of the Minnesota Subclass

742. Plaintiff Finkbeiner realleges and incorporates here by reference each of the foregoing paragraphs, and further allege as follows.

743. Plaintiff Finkbeiner brings this claim on behalf of himself and the Minnesota State Class against all Defendants.

744. The refrigerators constitute “merchandise” within the meaning of Minn. Stat. § 325F.68(2).

745. The Minnesota Prevention of Consumer Fraud Act (“Minnesota CFA”) prohibits “[t]he act, use, or employment by any person of any fraud, false pretense, false promise, misrepresentation, misleading statement or deceptive practice, with the intent that others rely thereon in connection with the sale of any merchandise, whether or not any person has in fact been misled, deceived, or damaged thereby” Minn. Stat. § 325F.69(1). Defendants participated in misleading, false, or deceptive acts that violated the Minnesota CFA.

746. In the course of their business, Defendants concealed and suppressed material facts concerning the LG and Kenmore branded refrigerators. Plaintiff and Minnesota State Class

1 members had no way of discerning that Defendants' representations were false and misleading
2 because Plaintiff and Minnesota State Class members did not have access to the same information
3 that Defendants possessed at the time they purchased the refrigerators. Plaintiff and Minnesota
4 State Class members did not and could not unravel Defendants' deception on their own.

5
6 747. Defendants thus violated the Act by, at minimum: representing that the LG and
7 Kenmore branded refrigerators have characteristics, uses, benefits, and qualities which they do
8 not have; and representing that they are of a particular standard, quality, and grade when they are
9 not. Defendants intentionally and knowingly misrepresented material facts regarding the
10 refrigerators with intent to mislead Plaintiff and the Minnesota State Class.

11 748. Defendants intentionally and knowingly misrepresented material facts regarding
12 the refrigerators with intent to mislead the Minnesota State Class. Defendants knew or should
13 have known that their conduct violated the Minnesota CFA.

14 749. Defendants owed Plaintiffs and the Minnesota State Class a duty to disclose the
15 defective nature of these refrigerators as they possessed exclusive knowledge as they were
16 manufacturing, selling, and distributing these refrigerators throughout the United States, and
17 knew that they were not as durable as advertised.

18 750. Defendants' concealment of the true defective nature of the compressors contained
19 by these refrigerators was material to Plaintiff and the Minnesota State Class.

20 751. Defendants' unfair or deceptive acts or practices were likely to and did in fact
21 deceive reasonable consumers, including Plaintiff and the Minnesota Class, about the defective
22 nature of these refrigerators, the quality of these refrigerators, and their true value.

23 752. Defendants' violations present a continuing risk to the Minnesota State Class as
24 well as to the general public. Defendants' unlawful acts and practices complained of herein affect
25 the public interest.

26 753. Minnesota State Class members suffered ascertainable loss and actual damages as a
27 direct and proximate result of Defendants' misrepresentations and concealment of and failure to
28 disclose material information. Defendants had an ongoing duty to all their customers to refrain

1 from unfair and deceptive practices under the Minnesota CFA. All owners of Class Vehicles
2 suffered ascertainable loss as a result of Defendants' deceptive and unfair acts and practices made
3 in the course of Defendants' business.
4

5 754. As a direct and proximate result of Defendants' violations of the Minnesota CFA,
6 Minnesota State Class members have suffered injury-in-fact and/or actual damage.

7 755. Pursuant to Minn. Stat. § 8.31(3a), Minnesota State Class members seek actual
8 damages, attorneys' fees, and any other just and proper relief available under the Minnesota CFA.
9

10 756. Minnesota State Class members also seek punitive damages under Minn. Stat. §
11 549.20(1)(a) given the clear and convincing evidence that Defendants' acts show deliberate
12 disregard for the rights of others.

13 **TWENTY-SIXTH CAUSE OF ACTION**

14 **(Violation of Mississippi Consumer Protection Act – Miss. Code. Ann. § 75-24-1, et seq.)**

15 *By Plaintiffs Feinstein and Lee, Individually and On Behalf of the Mississippi Subclass*

16 757. Plaintiffs Feinstein and Lee reallege and incorporate here by reference each of the
17 foregoing paragraphs, and further allege as follows.

18 758. Plaintiffs Feinstein and Lee bring this claim on behalf of themselves and the
19 Mississippi State Class against all Defendants.

20 759. The Mississippi Consumer Protection Act ("Mississippi CPA") prohibits "unfair or
21 deceptive trade practices in or affecting commerce." Miss. Code. Ann. § 75-24-5(1). Unfair or
22 deceptive practices include, but are not limited to, "(e) Representing that goods or services have
23 sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not
24 have or that a person has a sponsorship, approval, status, affiliation, or connection that he does
25 not have;" "(g) Representing that goods or services are of a particular standard, quality, or grade,
26 or that goods are of a particular style or model, if they are of another;" and "(i) Advertising goods
27 or services with intent not to sell them as advertised." Miss. Code. Ann. § 75-24-5. Defendants
28 participated in deceptive trade practices that violated the Mississippi CPA as described herein,
including representing that the refrigerators have characteristics, uses, benefits, and qualities

1 which they do not have; representing that the refrigerators are of a particular standard and quality
2 when they are not; and advertising the refrigerators with the intent not to sell them as advertised.
3

4 760. In the course of their business, Defendants concealed and suppressed material facts
5 concerning the LG and Kenmore branded refrigerators. Plaintiffs and Mississippi State Class
6 members had no way of discerning that Defendants' representations were false and misleading
7 because Plaintiffs and Mississippi State Class members did not have access to the same
8 information that Defendants possessed at the time they purchased the refrigerators. Plaintiffs and
9 Mississippi State Class members did not and could not unravel Defendants' deception on their
10 own.

11 761. Defendants thus violated the Act by, at minimum: representing that the LG and
12 Kenmore branded refrigerators have characteristics, uses, benefits, and qualities which they do
13 not have; and representing that they are of a particular standard, quality, and grade when they are
14 not. Defendants intentionally and knowingly misrepresented material facts regarding the
15 refrigerators with intent to mislead Plaintiffs and the Mississippi State Class.

16 762. Defendants intentionally and knowingly misrepresented material facts regarding
17 the refrigerators with intent to mislead the Mississippi State Class. Defendants knew or should
18 have known that their conduct violated the Mississippi CPA.

19 763. Defendants owed Plaintiffs and the Mississippi State Class a duty to disclose the
20 defective nature of these refrigerators as they possessed exclusive knowledge as they were
21 manufacturing, selling, and distributing these refrigerators throughout the United States, and
22 knew that they were not as durable as advertised.
23

24 764. Defendants' concealment of the true defective nature of the compressors contained
25 by these refrigerators was material to Plaintiffs and the Mississippi State Class.

26 765. Defendants' unfair or deceptive acts or practices were likely to and did in fact
27 deceive reasonable consumers, including Plaintiffs and the Mississippi Class, about the defective
28 nature of these refrigerators, the quality of these refrigerators, and their true value.

1 766. Defendants' violations present a continuing risk to the Mississippi State Class as
2 well as to the general public. Defendants' unlawful acts and practices complained of herein affect
3 the public interest.
4

5 767. Mississippi State Class members suffered ascertainable loss and actual damages as a
6 direct and proximate result of Defendants' misrepresentations and concealment of and failure to
7 disclose material information. Defendants had an ongoing duty to all their customers to refrain
8 from unfair and deceptive practices under the Mississippi CPA. All owners of the refrigerators
9 suffered ascertainable loss as a result of Defendants' deceptive and unfair acts and practices made
10 in the course of Defendants' business.

11 768. As a direct and proximate result of Defendants' violations of the Mississippi CPA,
12 Mississippi State Class members have suffered injury-in-fact and/or actual damage.

13 769. Plaintiffs' and the Mississippi Class seek actual damages in an amount to be
14 determined at trial any other just and proper relief available under the Mississippi CPA.
15

16 **TWENTY-SEVENTH CAUSE OF ACTION**

17 **(Violation of the Missouri Merchandising Practices Act – Mo. Rev. Stat. § 407.010, et seq.)**

18 *By Plaintiffs Freeman and Springston, Individually and On Behalf of the Missouri Subclass*

19 770. Plaintiffs Freeman and Springston reallege and incorporate here by reference each
20 of the foregoing paragraphs, and further allege as follows.

21 771. Plaintiffs Freeman and Springston bring this claim on behalf of themselves and the
22 Missouri State Class against all Defendants.

23 772. Defendants, Plaintiffs, and the Missouri State Class are "persons" within the
24 meaning of Mo. Rev. Stat. § 407.010(5).

25 773. Defendants engaged in "trade" or "commerce" in the State of Missouri within the
26 meaning of Mo. Rev. Stat. § 407.010(7).

27 774. The Missouri Merchandising Practices Act ("Missouri MPA") makes unlawful the
28 "act, use or employment by any person of any deception, fraud, false pretense, misrepresentation,

1 unfair practice, or the concealment, suppression, or omission of any material fact in connection
2 with the sale or advertisement of any merchandise Mo. Rev. Stat. § 407.020.

3
4 775. In the course of their business, Defendants concealed and suppressed material facts
5 concerning the LG and Kenmore branded refrigerators. Plaintiffs and Missouri State Class
6 members had no way of discerning that Defendants' representations were false and misleading
7 because Plaintiffs and Missouri State Class members did not have access to the same information
8 that Defendants possessed at the time they purchased the refrigerators. Plaintiffs and Missouri
9 State Class members did not and could not unravel Defendants' deception on their own.

10 776. Defendants thus violated the Act by, at minimum: representing that the LG and
11 Kenmore branded refrigerators have characteristics, uses, benefits, and qualities which they do
12 not have; and representing that they are of a particular standard, quality, and grade when they are
13 not. Defendants intentionally and knowingly misrepresented material facts regarding the
14 refrigerators with intent to mislead Plaintiffs and the Missouri State Class.

15 777. Defendants intentionally and knowingly misrepresented material facts regarding
16 the refrigerators with intent to mislead the Missouri State Class. Defendants knew or should have
17 known that their conduct violated the Missouri MPA.

18 778. Defendants owed Plaintiffs and the Missouri State Class a duty to disclose the
19 defective nature of these refrigerators as they possessed exclusive knowledge as they were
20 manufacturing, selling, and distributing these refrigerators throughout the United States, and
21 knew that they were not as durable as advertised.

22 779. Defendants' concealment of the true defective nature of the compressors contained
23 by these refrigerators was material to Plaintiffs and the Missouri State Class.

24 780. Defendants' unfair or deceptive acts or practices were likely to and did in fact
25 deceive reasonable consumers, including Plaintiffs and the Missouri Class, about the defective
26 nature of these refrigerators, the quality of these refrigerators, and their true value.
27
28

1 781. Defendants' violations present a continuing risk to the Missouri State Class as well
2 as to the general public. Defendants' unlawful acts and practices complained of herein affect the
3 public interest.
4

5 782. Missouri State Class members suffered ascertainable loss and actual damages as a
6 direct and proximate result of Defendants' misrepresentations and concealment of and failure to
7 disclose material information. Defendants had an ongoing duty to all their customers to refrain
8 from unfair and deceptive practices under the Missouri MPA. All owners of the refrigerators
9 suffered ascertainable loss as a result of Defendants' deceptive and unfair acts and practices made
10 in the course of Defendants' business.

11 783. As a direct and proximate result of Defendants' violations of the Missouri MPA,
12 Plaintiff and Missouri State Class members have suffered injury-in-fact and/or actual damage.

13 784. Defendants are liable to Plaintiff and the Missouri State Class for damages in
14 amounts to be proven at trial, including attorneys' fees, costs, and punitive damages, as well as
15 injunctive relief enjoining Defendants' unfair and deceptive practices, and any other just and
16 proper relief under Mo. Rev. Stat. § 407.025.
17

18 **TWENTY-EIGHTH CAUSE OF ACTION**

19 **(Violation of the Nevada Deceptive Trade Practices Act – Nev. Rev. Stat. § 598.0903, et**
20 **seq.)**

21 *By Plaintiffs Harris and Hopfensitz, Individually and On Behalf of the Nevada Subclass*

22 785. Plaintiffs Harris and Hopfensitz reallege and incorporate here by reference each of
23 the foregoing paragraphs, and further allege as follows.

24 786. Plaintiffs Harris and Hopfensitz bring this claim on behalf of themselves and the
25 Nevada State Class against all Defendants.
26

27 787. The Nevada Deceptive Trade Practices Act ("Nevada DTPA"), Nev. Rev. Stat. §
28 598.0903, *et seq.* prohibits deceptive trade practices. Nev. Rev. Stat. § 598.0915 provides that a
person engages in a "deceptive trade practice" if, in the course of business or occupation, the
person: "5. Knowingly makes a false representation as to the characteristics, ingredients, uses,

benefits, alterations or quantities of goods or services for sale or lease or a false representation as to the sponsorship, approval, status, affiliation or connection of a person therewith”; “7. Represents that goods or services for sale or lease are of a particular standard, quality or grade, or that such goods are of a particular style or model, if he or she knows or should know that they are of another standard, quality, grade, style or model”; “9. Advertises goods or services with intent not to sell or lease them as advertised”; or “15. Knowingly makes any other false representation in a transaction.”

788. In the course of their business, Defendants concealed and suppressed material facts concerning the LG and Kenmore branded refrigerators. Plaintiffs and Nevada State Class members had no way of discerning that Defendants’ representations were false and misleading because Plaintiffs and Nevada State Class members did not have access to the same information that Defendants possessed at the time they purchased the refrigerators. Plaintiffs and Nevada State Class members did not and could not unravel Defendants’ deception on their own.

789. Defendants thus violated the Act by, at minimum: representing that the LG and Kenmore branded refrigerators have characteristics, uses, benefits, and qualities which they do not have; and representing that they are of a particular standard, quality, and grade when they are not. Defendants intentionally and knowingly misrepresented material facts regarding the refrigerators with intent to mislead Plaintiffs and the Nevada State Class.

790. Defendants intentionally and knowingly misrepresented material facts regarding the refrigerators with intent to mislead the Nevada State Class. Defendants knew or should have known that their conduct violated the Nevada DTPA.

791. Defendants owed Plaintiffs and the Nevada State Class a duty to disclose the defective nature of these refrigerators as they possessed exclusive knowledge as they were manufacturing, selling, and distributing these refrigerators throughout the United States, and knew that they were not as durable as advertised.

792. Defendants’ concealment of the true defective nature of the compressors contained by these refrigerators was material to Plaintiffs and the Nevada State Class.

1 793. Defendants’ unfair or deceptive acts or practices were likely to and did in fact
2 deceive reasonable consumers, including Plaintiffs and the Nevada Class, about the defective
3 nature of these refrigerators, the quality of these refrigerators, and their true value.
4

5 794. Defendants’ violations present a continuing risk to the Nevada State Class as well
6 as to the general public. Defendants’ unlawful acts and practices complained of herein affect the
7 public interest.

8 795. Nevada State Class members suffered ascertainable loss and actual damages as a
9 direct and proximate result of Defendants’ misrepresentations and concealment of and failure to
10 disclose material information. Defendants had an ongoing duty to all their customers to refrain
11 from unfair and deceptive practices under the Nevada DTPA. All owners of the refrigerators
12 suffered ascertainable loss as a result of Defendants’ deceptive and unfair acts and practices made
13 in the course of Defendants’ business.
14

15 **TWENTY-NINTH CAUSE OF ACTION**

16 **(Violation of the New Hampshire Consumer Protection**

17 **Act – N.H. Rev. Stat. § 358-A:1, et seq.)**

18 *By Plaintiff Hargon, Individually and On Behalf of the New Hampshire Subclass*

19 796. Plaintiff Hargon realleges and incorporates here by reference each of the foregoing
20 paragraphs, and further allege as follows.

21 797. Plaintiff Hargon brings this claim on behalf of himself and the New Hampshire
22 State Class against all Defendants.

23 798. The New Hampshire State Class and Defendants are “persons” under the New
24 Hampshire Consumer Protection Act (“New Hampshire CPA”), N.H. Rev. Stat. § 358-A:1.

25 799. Defendants’ actions as set forth herein occurred in the conduct of trade or commerce
26 as defined under N.H. Rev. Stat. § 358-A:1.

27 800. The New Hampshire CPA prohibits a person, in the conduct of any trade or
28 commerce, from using “any unfair or deceptive act or practice,” including “but . . . not limited to,
the following: . . . (V) Representing that goods or services have . . . characteristics, . . . uses,

benefits, or quantities that they do not have;” “(VII) Representing that goods or services are of a particular standard, quality, or grade, . . . if they are of another;” and “(IX) Advertising goods or services with intent not to sell them as advertised.” N.H. Rev. Stat. § 358-A:2.

801. In the course of their business, Defendants concealed and suppressed material facts concerning the LG and Kenmore branded refrigerators. Plaintiff and New Hampshire State Class members had no way of discerning that Defendants’ representations were false and misleading because Plaintiff and New Hampshire State Class members did not have access to the same information that Defendants possessed at the time they purchased the refrigerators. Plaintiff and New Hampshire State Class members did not and could not unravel Defendants’ deception on their own.

802. Defendants thus violated the Act by, at minimum: representing that the LG and Kenmore branded refrigerators have characteristics, uses, benefits, and qualities which they do not have; and representing that they are of a particular standard, quality, and grade when they are not. Defendants intentionally and knowingly misrepresented material facts regarding the refrigerators with intent to mislead Plaintiff and the New Hampshire State Class.

803. Defendants intentionally and knowingly misrepresented material facts regarding the refrigerators with intent to mislead the New Hampshire State Class. Defendants knew or should have known that their conduct violated the New Hampshire CPA.

804. Defendants owed Plaintiffs and the New Hampshire State Class a duty to disclose the defective nature of these refrigerators as they possessed exclusive knowledge as they were manufacturing, selling, and distributing these refrigerators throughout the United States, and knew that they were not as durable as advertised.

805. Defendants’ concealment of the true defective nature of the compressors contained by these refrigerators was material to Plaintiff and the New Hampshire State Class.

806. Defendants’ unfair or deceptive acts or practices were likely to and did in fact deceive reasonable consumers, including Plaintiff and the New Hampshire Class, about the defective nature of these refrigerators, the quality of these refrigerators, and their true value.

1 807. Defendants' violations present a continuing risk to the New Hampshire State Class
2 as well as to the general public. Defendants' unlawful acts and practices complained of herein
3 affect the public interest.
4

5 808. New Hampshire State Class members suffered ascertainable loss and actual
6 damages as a direct and proximate result of Defendants' misrepresentations and concealment of
7 and failure to disclose material information. Defendants had an ongoing duty to all their customers
8 to refrain from unfair and deceptive practices under the New Hampshire CPA. All owners of the
9 refrigerators suffered ascertainable loss as a result of Defendants' deceptive and unfair acts and
10 practices made in the course of Defendants' business.

11 **THIRTIETH CAUSE OF ACTION**

12 **(Violation of the New Jersey Consumer Fraud Act – N.J. Stat. Ann § 56:8-1, *et seq.*)**

13 *By Plaintiffs Reeser and Purcell, Individually and On Behalf of the New Jersey Subclass*

14
15 809. Plaintiffs Reeser and Purcell reallege and incorporate here by reference each of the
16 foregoing paragraphs, and further allege as follows.

17 810. Plaintiffs Reeser and Purcell bring this claim on behalf of themselves and the New
18 Jersey State Class against all Defendants.

19 811. Plaintiffs and New Jersey State Class members and Defendants are "persons"
20 under the New Jersey Consumer Fraud Act ("New Jersey CFA"), N.J. Stat. § 56:8-1(d).

21 812. Defendants engaged in "sales" of "merchandise" within the meaning of N.J. Stat.
22 §56:8-1(c), (e). Defendants' actions as set forth herein occurred in the conduct of trade or
23 commerce.

24 813. The New Jersey CFA makes unlawful "[t]he act, use or employment by any person
25 of any unconscionable commercial practice, deception, fraud, false pretense, false promise,
26 misrepresentation, or the knowing concealment, suppression, or omission of any material fact with
27 the intent that others rely upon such concealment, suppression or omission, in connection with
28 the sale or advertisement of any merchandise or real estate, or with the subsequent performance of

1 such person as aforesaid, whether or not any person has in fact been misled, deceived or damaged
2 thereby.” N.J. Stat. § 56:8-2.

3
4 814. In the course of their business, Defendants concealed and suppressed material facts
5 concerning the LG and Kenmore branded refrigerators. Plaintiffs and New Jersey State Class
6 members had no way of discerning that Defendants’ representations were false and misleading
7 because Plaintiffs and New Jersey State Class members did not have access to the same
8 information that Defendants possessed at the time they purchased the refrigerators. Plaintiffs and
9 New Jersey State Class members did not and could not unravel Defendants’ deception on their
10 own.

11 815. Defendants thus violated the Act by, at minimum: representing that the LG and
12 Kenmore branded refrigerators have characteristics, uses, benefits, and qualities which they do
13 not have; and representing that they are of a particular standard, quality, and grade when they are
14 not. Defendants intentionally and knowingly misrepresented material facts regarding the
15 refrigerators with intent to mislead Plaintiffs and the New Jersey State Class.

16 816. Defendants intentionally and knowingly misrepresented material facts regarding
17 the refrigerators with intent to mislead the New Jersey State Class. Defendants knew or should
18 have known that their conduct violated the New Jersey CFA.

19 817. Defendants owed Plaintiffs and the New Jersey State Class a duty to disclose the
20 defective nature of these refrigerators as they possessed exclusive knowledge as they were
21 manufacturing, selling, and distributing these refrigerators throughout the United States, and
22 knew that they were not as durable as advertised.

23 818. Defendants’ concealment of the true defective nature of the compressors contained
24 by these refrigerators was material to Plaintiffs and the New Jersey State Class.

25 819. Defendants’ unfair or deceptive acts or practices were likely to and did in fact
26 deceive reasonable consumers, including Plaintiffs and the New Jersey Class, about the defective
27 nature of these refrigerators, the quality of these refrigerators, and their true value.
28

1 826. Defendants engaged in this misconduct on a standard and routine basis,
2 affecting a significant number of similarly situated customers-namely, all customers residing in
3 New York who purchased said refrigerators.
4

5 827. Defendants represented to Plaintiffs McDonnell, Hetcher and E. Mitchell and New
6 York Subclass members that they were purchasing high-quality refrigerators that would last many
7 years, when in fact they were selling defective refrigerators that had a short life-span.

8 828. Defendants failed to disclose the defective nature of these refrigerators and as such
9 misled customers into believing that they were purchasing long-lasting working refrigerators
10 when in fact they were purchasing faulty and defective products.

11 829. Defendants' practices are likely to mislead a reasonable consumer and therefore
12 were materially misleading as Defendants' unfair or deceptive conduct caused Plaintiffs and the
13 New York Subclass to overpay on refrigerators that lasted a fraction of the expected life of a
14 refrigerator.

15 830. Defendants' conduct alleged herein was knowing and willful.

16 831. All New York Subclass members, including Plaintiffs McDonnell, Hetcher and
17 E. Mitchell, suffered ascertainable losses that necessarily flowed directly from Defendants' fraud
18 and deceit in their scheme to sell defective refrigerators that were worth far less than the amount
19 they were purchased for.
20

21 832. Plaintiffs and the New York Subclass members seek actual damages or statutory
22 damages, whichever is greater, treble damages, punitive damages and reasonable attorneys' fees.

23 **THIRTY-SECOND CAUSE OF ACTION**

24 **Violation of New York General Business Law § 350**

25 *By Plaintiffs McDonnell, Hetcher, and E. Mitchell, Individually and On Behalf of the New*
26 *York Subclass*

27 833. Plaintiffs reallege and incorporate here by reference each of the foregoing
28 paragraphs, and further allege as follows.

1 834. Plaintiffs McDonnell, Hetcher and E. Mitchell bring this claim on behalf of
2 themselves and the New York State Class against all Defendants.

3 835. Defendants were engaged in the “conduct of business, trade or commerce,” within
4 the meaning of N.Y. Gen. Bus. Law § 350, the New York False Advertising Act (“NY FAA”).

5 836. The NY FAA makes unlawful “[f]alse advertising in the conduct of any business,
6 trade or commerce.” N.Y. Gen. Bus. Law § 350. False advertising includes “advertising, including
7 labeling, of a commodity . . . if such advertising is misleading in a material respect,” taking into
8 account “the extent to which the advertising fails to reveal facts material in light of . . .
9 representations [made] with respect to the commodity” N.Y. Gen. Bus. Law § 350-a.

10 837. Defendants caused to be made or disseminated through New York, through
11 advertising, marketing, and other publications, statements and omissions that were untrue or
12 misleading, and that were known by Defendants, or that through the exercise of reasonable care
13 should have been known by Defendants, to be untrue or misleading to the New York State Class.

14 838. In the course of their business, Defendants concealed and suppressed material facts
15 concerning the LG and Kenmore branded refrigerators. Plaintiffs and New York State Class
16 members had no way of discerning that Defendants’ representations were false and misleading
17 because Plaintiffs and New York State Class members did not have access to the same information
18 that Defendants possessed at the time they purchased the refrigerators. Plaintiffs and New York
19 State Class members did not and could not unravel Defendants’ deception on their own.

20 839. Defendants thus violated the Act by, at minimum: representing that the LG and
21 Kenmore branded refrigerators have characteristics, uses, benefits, and qualities which they do
22 not have; and representing that they are of a particular standard, quality, and grade when they are
23 not. Defendants intentionally and knowingly misrepresented material facts regarding the
24 refrigerators with intent to mislead Plaintiffs and the New York State Class.

25 840. Defendants intentionally and knowingly misrepresented material facts regarding
26 the refrigerators with intent to mislead the New York State Class.
27
28

1 841. Defendants' false advertising was likely to and did in fact deceive regulators and
2 reasonable consumers, including the New York State Class, about the illegality and true
3 characteristics of the refrigerators, the quality of Defendants' brand and the true value of the
4 refrigerators.
5

6 842. Defendants' violations of the NY FAA present a continuing risk to New York State
7 Class members and to the general public. Defendants' deceptive acts and practices affect the
8 public interest.

9 843. The LG and Kenmore branded refrigerators do not perform as advertised, making
10 them far less valuable than advertised.

11 844. New York State Class members have suffered injury-in-fact and/or actual damages
12 and ascertainable loss as a direct and proximate result of the Defendants' false advertising in
13 violation of the NY FAA.

14 845. The New York State Class seeks monetary relief against Defendants measured as
15 the greater of (a) actual damages in an amount to be determined at trial, and (b) statutory damages
16 in the amount of \$500 each for New York State Class members. Because Defendants' conduct
17 was committed willingly and knowingly, New York State Class members are entitled to recover
18 three times actual damages, up to \$10,000.

19 846. The New York State Class also seeks an order enjoining Defendants' false
20 advertising, attorneys' fees, and any other just and proper relief under N.Y. Gen. Bus. Law § 350.

21 **THIRTY-THIRD CAUSE OF ACTION**

22 **(Violation of the North Carolina Unfair and Deceptive Acts and Practices Act – N.C. Gen.**
23 **Stat. § 75-1.1, et seq.)**

24 *By Plaintiffs Rallo, Jamal, Gordon, Owen Brooks and Kivlin, Individually and On Behalf*
25 *of the North Carolina Subclass*

26 847. Plaintiffs Rallo, Jamal, Gordon, Owen Brooks and Kivlin, reallege and incorporate
27 here by reference each of the foregoing paragraphs, and further allege as follows.
28

 848. Plaintiffs Rallo, Jamal, Gordon, Owen Brooks and Kivlin bring this claim on behalf
of themselves and the North Carolina State Class against all Defendants.

1 849. Plaintiffs and North Carolina State Class members are persons under the North
2 Carolina Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. § 75-1.1, *et seq.*
3 (“NCUDTPA”).
4

5 850. Defendants’ acts and practices complained of herein were performed in the course
6 of Defendants’ trade or business and thus occurred in or affected “commerce,” as defined in N.C.
7 Gen. Stat. § 75-1.1(b).

8 851. The NCUDTPA makes unlawful “[u]nfair methods of competition in or affecting
9 commerce, and unfair or deceptive acts or practices in or affecting commerce[.]” The NCUDTPA
10 provides a private right of action for any person injured “by reason of any act or thing done by
11 any other person, firm or corporation in violation of” the NCUDTPA. N.C. Gen. Stat. § 75-16.

12 852. In the course of their business, Defendants concealed and suppressed material facts
13 concerning the LG and Kenmore branded refrigerators. Plaintiffs and North Carolina State Class
14 members had no way of discerning that Defendants’ representations were false and misleading
15 because Plaintiffs and North Carolina State Class members did not have access to the same
16 information that Defendants possessed at the time they purchased the refrigerators. Plaintiffs and
17 North Carolina State Class members did not and could not unravel Defendants’ deception on their
18 own.
19

20 853. Defendants thus violated the Act by, at minimum: representing that the LG and
21 Kenmore branded refrigerators have characteristics, uses, benefits, and qualities which they do
22 not have; and representing that they are of a particular standard, quality, and grade when they are
23 not. Defendants intentionally and knowingly misrepresented material facts regarding the
24 refrigerators with intent to mislead Plaintiffs and the North Carolina State Class.

25 854. Defendants intentionally and knowingly misrepresented material facts regarding
26 the refrigerators with intent to mislead the North Carolina State Class. Defendants knew or should
27 have known that their conduct violated the NCUDTPA.

28 855. Defendants owed Plaintiffs and the North Carolina State Class a duty to disclose
the defective nature of these refrigerators as they possessed exclusive knowledge as they were

1 manufacturing, selling, and distributing these refrigerators throughout the United States, and
2 knew that they were not as durable as advertised.

3
4 856. Defendants' concealment of the true defective nature of the compressors contained
5 by these refrigerators was material to Plaintiffs and the North Carolina State Class.

6 857. Defendants' unfair or deceptive acts or practices were likely to and did in fact
7 deceive reasonable consumers, including Plaintiffs and the North Carolina Class, about the
8 defective nature of these refrigerators, the quality of these refrigerators, and their true value.

9 858. Defendants' violations present a continuing risk to the North Carolina State Class
10 as well as to the general public. Defendants' unlawful acts and practices complained of herein
11 affect the public interest.

12 859. Plaintiffs and North Carolina State Class members suffered ascertainable loss and
13 actual damages as a direct and proximate result of Defendants' misrepresentations and
14 concealment of and failure to disclose material information. Defendants had an ongoing duty to
15 all their customers to refrain from unfair and deceptive practices under the NCUDTPA. All owners
16 of the subject refrigerators suffered ascertainable loss as a result of Defendants' deceptive and
17 unfair acts and practices made in the course of Defendants' business.

18 860. As a result of the foregoing wrongful conduct of Defendants, Plaintiffs and the
19 North Carolina State Class has been damaged in an amount to be proven at trial, and seek all just
20 and proper remedies, including but not limited to treble damages, an order enjoining Defendants'
21 deceptive and unfair conduct, court costs and reasonable attorneys' fees, and any other just and
22 proper relief available under N.C. Gen. Stat. § 75-16.
23

24 **THIRTY-FOURTH CAUSE OF ACTION**

25 **(Violation of the Ohio Consumer Sales and Practices Act – Ohio Rev. Code § 1345.01, et**
26 **seq.)**

27 *By Plaintiffs Boster, Stoflinsky and Kenyon, Individually and On Behalf of the Ohio*
28 *Subclass*

1 861. Plaintiffs Boster, Stoflinsky and Kenyon, reallege and incorporate here by
2 reference each of the foregoing paragraphs, and further allege as follows.

3 862. Plaintiffs Boster, Stoflinsky and Kenyon bring this claim on behalf of themselves
4 and the Ohio State Class against all Defendants.

5 863. Defendants, Plaintiffs, and Ohio State Class members are “persons” within the
6 meaning of Ohio Rev. Code § 1345.01(B). Defendants are “supplier[s]” as defined by Ohio Rev.
7 Code § 1345.01(C).

8 864. Plaintiffs and the Ohio State Class are “consumers” as that term is defined in Ohio
9 Rev. Code § 1345.01(D), and their purchase of the refrigerators with the defective parts installed
10 in them are “consumer transactions” within the meaning of Ohio Rev. Code § 1345.01(A).

11 865. Ohio Rev. Code § 1345.02, prohibits unfair or deceptive acts or practices in
12 connection with a consumer transaction. Ohio CSPA prohibits a supplier from (i) representing
13 that goods have characteristics, uses or benefits which the goods do not have; (ii) representing that
14 their goods are of a particular quality or grade that the product is not; and (iii) representing that
15 the subject of a consumer transaction has been supplied in accordance with a previous
16 representation, if it has not.

17 866. In the course of their business, Defendants concealed and suppressed material facts
18 concerning the LG and Kenmore branded refrigerators. Plaintiffs and Ohio State Class members
19 had no way of discerning that Defendants’ representations were false and misleading because
20 Plaintiffs and Ohio State Class members did not have access to the same information that
21 Defendants possessed at the time they purchased the refrigerators. Plaintiffs and Ohio State Class
22 members did not and could not unravel Defendants’ deception on their own.

23 867. Defendants thus violated the Act by, at minimum: representing that the LG and
24 Kenmore branded refrigerators have characteristics, uses, benefits, and qualities which they do
25 not have; and representing that they are of a particular standard, quality, and grade when they are
26 not. Defendants intentionally and knowingly misrepresented material facts regarding the
27 refrigerators with intent to mislead Plaintiffs and the Ohio State Class.
28

1 868. Defendants intentionally and knowingly misrepresented material facts regarding
2 the refrigerators with intent to mislead the Ohio State Class. Defendants knew or should have
3 known that their conduct violated the Ohio CSPA.
4

5 869. Defendants owed Plaintiffs and the Ohio State Class a duty to disclose the defective
6 nature of these refrigerators as they possessed exclusive knowledge as they were manufacturing,
7 selling, and distributing these refrigerators throughout the United States, and knew that they were
8 not as durable as advertised.

9 870. Defendants' concealment of the true defective nature of the compressors contained
10 by these refrigerators was material to Plaintiffs and the Ohio State Class.

11 871. Defendants' unfair or deceptive acts or practices were likely to and did in fact
12 deceive reasonable consumers, including Plaintiffs and the Ohio Class, about the defective nature
13 of these refrigerators, the quality of these refrigerators, and their true value.
14

15 872. Defendants' violations present a continuing risk to the Ohio State Class as well as
16 to the general public. Defendants' unlawful acts and practices complained of herein affect the
17 public interest.

18 873. Plaintiffs and North Carolina State Class members suffered ascertainable loss and
19 actual damages as a direct and proximate result of Defendants' misrepresentations and
20 concealment of and failure to disclose material information. Defendants had an ongoing duty to
21 all their customers to refrain from unfair and deceptive practices under the Ohio CSPA. All owners
22 of the subject refrigerators suffered ascertainable loss as a result of Defendants' deceptive and
23 unfair acts and practices made in the course of Defendants' business.
24

25 874. Pursuant to Ohio Rev. Code § 1345.09, Plaintiff and the Ohio State Class seek an
26 order enjoining Defendants' unfair and/or deceptive acts or practices, actual damages - trebled,
27 and attorneys' fees, costs, and any other just and proper relief, to the extend available under the
28 Ohio CSPA.

THIRTY-FIFTH CAUSE OF ACTION

(Violation of the Oklahoma Consumer Protection Act – Okla. Stat. Tit. 15 § 751, et seq.)

*By Plaintiffs Marshall, Breedlove and Shriver, Individually and On Behalf of the
Oklahoma Subclass*

875. Plaintiffs Marshall, Breedlove and Shriver, reallege and incorporate here by reference each of the foregoing paragraphs, and further allege as follows.

876. Plaintiffs Marshall, Breedlove and Shriver bring this claim on behalf of themselves and the Oklahoma State Class against all Defendants.

877. Defendants and the Oklahoma State Class are “persons” within the meaning of Okla. Stat. Tit. 15 § 752.1.

878. Defendants engaged in “the course of [its] business” within the meaning of Okla. Stat. Tit. 15 § 752.3 with respect to the acts alleged herein.

879. The Oklahoma Consumer Protection Act (“Oklahoma CPA”) prohibits, in the course of business: “mak[ing] a false or misleading representation, knowingly or with reason to know, as to the characteristics . . . , uses, [or] benefits, of the subject of a consumer transaction,” or making a false representation, “knowingly or with reason to know, that the subject of a consumer transaction is of a particular standard, style or model, if it is of another” or “[a]dvertis[ing], knowingly or with reason to know, the subject of a consumer transaction with intent not to sell it as advertised;” and otherwise committing “an unfair or deceptive trade practice.” Okla. Stat. Tit. 753.

880. In the course of their business, Defendants concealed and suppressed material facts concerning the LG and Kenmore branded refrigerators. Plaintiffs and Oklahoma State Class members had no way of discerning that Defendants’ representations were false and misleading because Plaintiffs and Oklahoma State Class members did not have access to the same information that Defendants possessed at the time they purchased the refrigerators. Plaintiffs and Oklahoma State Class members did not and could not unravel Defendants’ deception on their own.

1 881. Defendants thus violated the Act by, at minimum: representing that the LG and
2 Kenmore branded refrigerators have characteristics, uses, benefits, and qualities which they do
3 not have; and representing that they are of a particular standard, quality, and grade when they are
4 not. Defendants intentionally and knowingly misrepresented material facts regarding the
5 refrigerators with intent to mislead Plaintiffs and the Oklahoma State Class.
6

7 882. Defendants intentionally and knowingly misrepresented material facts regarding
8 the refrigerators with intent to mislead the Oklahoma State Class. Defendants knew or should
9 have known that their conduct violated the Oklahoma CPA.

10 883. Defendants owed Plaintiffs and the Oklahoma State Class a duty to disclose the
11 defective nature of these refrigerators as they possessed exclusive knowledge as they were
12 manufacturing, selling, and distributing these refrigerators throughout the United States, and
13 knew that they were not as durable as advertised.
14

15 884. Defendants' concealment of the true defective nature of the compressors contained
16 by these refrigerators was material to Plaintiffs and the Oklahoma State Class.

17 885. Defendants' unfair or deceptive acts or practices were likely to and did in fact
18 deceive reasonable consumers, including Plaintiffs and the Oklahoma Class, about the defective
19 nature of these refrigerators, the quality of these refrigerators, and their true value.

20 886. Defendants' violations present a continuing risk to the Oklahoma State Class as
21 well as to the general public. Defendants' unlawful acts and practices complained of herein affect
22 the public interest.

23 887. Oklahoma State Class members suffered ascertainable loss and actual damages as a
24 direct and proximate result of Defendants' misrepresentations and concealment of and failure to
25 disclose material information. Defendants had an ongoing duty to all their customers to refrain
26 from unfair and deceptive practices under the Oklahoma CPA. All owners of the subject
27 refrigerators suffered ascertainable loss as a result of Defendants' deceptive and unfair acts and
28 practices made in the course of Defendants' business.

1 888. Pursuant to Okla. Stat. Tit. 15 § 761.1, the Oklahoma State Class seeks an order
2 enjoining Defendants' unfair and/or deceptive acts or practices, damages, punitive damages, and
3 attorneys' fees, costs, and any other just and proper relief available under the Oklahoma CPA.
4

5 **THIRTY-SIXTH CAUSE OF ACTION**

6 **(Violation of the Oregon Unlawful Trade Practices Act – Or. Rev. Stat. § 646.605, *et seq.*)**

7 *By Plaintiffs D. Nelson and Gilmer, Individually and On Behalf of the Oregon Subclass*

8 889. Plaintiffs D. Nelson and Gilmer, reallege and incorporate here by reference each
9 of the foregoing paragraphs, and further allege as follows.
10

11 890. Plaintiffs D. Nelson and Gilmer bring this claim on behalf of themselves and the
12 Oregon State Class against all Defendants.

13 891. Plaintiffs, Defendants, and the Oregon State Class are “persons” within the
14 meaning of Or. Rev. Stat. § 646.605(4).

15 892. Defendants are engaged in “trade” or “commerce” within the meaning of Or. Rev.
16 Stat. § 646.605(8).

17 893. The Oregon Unfair Trade Practices Act (“Oregon UTPA”) prohibits “unfair or
18 deceptive acts conduct in trade or commerce” Or. Rev. Stat. § 646.608(1).
19

20 894. In the course of their business, Defendants concealed and suppressed material facts
21 concerning the LG and Kenmore branded refrigerators. Plaintiffs and Oregon State Class
22 members had no way of discerning that Defendants' representations were false and misleading
23 because Plaintiffs and Oregon State Class members did not have access to the same information
24 that Defendants possessed at the time they purchased the refrigerators. Plaintiffs and Oregon State
25 Class members did not and could not unravel Defendants' deception on their own.

26 895. Defendants thus violated the Act by, at minimum: representing that the LG and
27 Kenmore branded refrigerators have characteristics, uses, benefits, and qualities which they do
28 not have; and representing that they are of a particular standard, quality, and grade when they are

1 not. Defendants intentionally and knowingly misrepresented material facts regarding the
2 refrigerators with intent to mislead Plaintiffs and the Oregon State Class.

3
4 896. Defendants intentionally and knowingly misrepresented material facts regarding
5 the refrigerators with intent to mislead the Oregon State Class. Defendants knew or should have
6 known that their conduct violated the Oregon UTPA.

7 897. Defendants owed Plaintiffs and the Oregon State Class a duty to disclose the
8 defective nature of these refrigerators as they possessed exclusive knowledge as they were
9 manufacturing, selling, and distributing these refrigerators throughout the United States, and
10 knew that they were not as durable as advertised.

11 898. Defendants' concealment of the true defective nature of the compressors contained
12 by these refrigerators was material to Plaintiffs and the Oregon State Class.

13 899. Defendants' unfair or deceptive acts or practices were likely to and did in fact
14 deceive reasonable consumers, including Plaintiffs and the Oregon Class, about the defective
15 nature of these refrigerators, the quality of these refrigerators, and their true value.

16 900. Defendants' violations present a continuing risk to the Oregon State Class as well
17 as to the general public. Defendants' unlawful acts and practices complained of herein affect the
18 public interest.

19 901. Oregon State Class members suffered ascertainable loss and actual damages as a
20 direct and proximate result of Defendants' misrepresentations and concealment of and failure to
21 disclose material information. Defendants had an ongoing duty to all their customers to refrain
22 from unfair and deceptive practices under the Oregon UTPA. All owners of the subject
23 refrigerators suffered ascertainable loss as a result of Defendants' deceptive and unfair acts and
24 practices made in the course of Defendants' business.

25 902. Pursuant to Or. Rev. Stat. § 646.638, the Oregon State Class seeks an order
26 enjoining Defendants' unfair and/or deceptive acts or practices, damages, punitive damages, and
27 attorneys' fees, costs, and any other just and proper relief available under the Oregon UTPA.
28

THIRTY-SEVENTH CAUSE OF ACTION

(Violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law – 73 P.S. § 201-1 et seq.)

By Plaintiffs Taylor, P. Martin, Tyger and Albertelli, Individually and On Behalf of Pennsylvania Subclass

903. Plaintiffs Taylor, P. Martin, Tyger and Albertelli, reallege and incorporate here by reference each of the foregoing paragraphs, and further allege as follows.

904. Plaintiffs Taylor, P. Martin, Tyger and Albertelli bring this claim on behalf of themselves and the Pennsylvania State Class against all Defendants.

905. Plaintiffs, Defendants, and the Pennsylvania State Class are “persons” within the meaning of 73 P.S. § 201-2(2).

906. Defendants engaged in “trade” or “commerce” within the meaning of 73 P.S. § 201-2(3).

907. The Pennsylvania Unfair Trade Practices Act (“Pennsylvania UTPA”) prohibits “unfair or deceptive acts or practices in the conduct of any trade or commerce.” 73 P.S. § 201 3.

908. In the course of their business, Defendants concealed and suppressed material facts concerning the LG and Kenmore branded refrigerators. Plaintiffs and Pennsylvania State Class members had no way of discerning that Defendants’ representations were false and misleading because Plaintiffs and Pennsylvania State Class members did not have access to the same information that Defendants possessed at the time they purchased the refrigerators. Plaintiffs and Pennsylvania State Class members did not and could not unravel Defendants’ deception on their own.

909. Defendants thus violated the Act by, at minimum: representing that the LG and Kenmore branded refrigerators have characteristics, uses, benefits, and qualities which they do not have; and representing that they are of a particular standard, quality, and grade when they are not. Defendants intentionally and knowingly misrepresented material facts regarding the refrigerators with intent to mislead Plaintiffs and the Pennsylvania State Class.

1 910. Defendants intentionally and knowingly misrepresented material facts regarding
2 the refrigerators with intent to mislead the Pennsylvania State Class. Defendants knew or should
3 have known that their conduct violated the Pennsylvania UTPA.
4

5 911. Defendants owed Plaintiffs and the Pennsylvania State Class a duty to disclose the
6 defective nature of these refrigerators as they possessed exclusive knowledge as they were
7 manufacturing, selling, and distributing these refrigerators throughout the United States, and
8 knew that they were not as durable as advertised.

9 912. Defendants' concealment of the true defective nature of the compressors contained
10 by these refrigerators was material to Plaintiffs and the Pennsylvania State Class.
11

12 913. Defendants' unfair or deceptive acts or practices were likely to and did in fact
13 deceive reasonable consumers, including Plaintiffs and the Pennsylvania Class, about the
14 defective nature of these refrigerators, the quality of these refrigerators, and their true value.

15 914. Defendants' violations present a continuing risk to the Pennsylvania State Class
16 as well as to the general public. Defendants' unlawful acts and practices complained of herein
17 affect the public interest.

18 915. Pennsylvania State Class members suffered ascertainable loss and actual damages
19 as a direct and proximate result of Defendants' misrepresentations and concealment of and failure
20 to disclose material information. Defendants had an ongoing duty to all their customers to refrain
21 from unfair and deceptive practices under the Pennsylvania UTPA. All owners of the subject
22 refrigerators suffered ascertainable loss as a result of Defendants' deceptive and unfair acts and
23 practices made in the course of Defendants' business.

24 916. As a direct and proximate result of Defendants' violations of the Pennsylvania
25 UTPA, Pennsylvania State Class members have suffered injury-in-fact and/or actual damage.

26 917. Pursuant to 73 P.S. § 201-9.2(a), Plaintiffs and the Pennsylvania State Class seeks
27 an order enjoining Defendants' unfair and/or deceptive acts or practices, damages, punitive
28 damages, and attorneys' fees, costs, and any other just and proper relief available under the
Pennsylvania UTPA.

THIRTY-EIGHTH CAUSE OF ACTION

**(Violation of the South Dakota Trade Practices and Consumer Protection Law – S.D.
Codified Laws § 37-24-6)**

By Plaintiff Parks, Individually and On Behalf of the South Dakota Subclass

918. Plaintiff Parks, reallege and incorporates here by reference each of the foregoing paragraphs, and further allege as follows.

919. Plaintiff Parks bring this claim on behalf of herself and the South Dakota State Class against all Defendants.

920. Defendants and the South Dakota State Class are “persons” within the meaning of S.D. Codified Laws § 37-24-1(8).

921. Defendants are engaged in “trade” or “commerce” within the meaning of S.D. Codified Laws § 37-24-1(13).

922. The South Dakota Deceptive Trade Practices and Consumer Protection (“South Dakota CPA”) prohibits “deceptive acts or practices, which are defined to include “[k]nowingly and intentionally act, use, or employ any deceptive act or practice, fraud, false pretense, false promises, or misrepresentation or to conceal, suppress, or omit any material fact in connection with the sale or advertisement of any merchandise, regardless of whether any person has in fact been misled, deceived, or damaged thereby.” S.D. Codified Laws § 37-24-6(1).

923. In the course of their business, Defendants concealed and suppressed material facts concerning the LG and Kenmore branded refrigerators. Plaintiff and South Dakota State Class members had no way of discerning that Defendants’ representations were false and misleading because Plaintiff and South Dakota State Class members did not have access to the same information that Defendants possessed at the time they purchased the refrigerators. Plaintiff and South Dakota State Class members did not and could not unravel Defendants’ deception on their own.

924. Defendants thus violated the Act by, at minimum: representing that the LG and Kenmore branded refrigerators have characteristics, uses, benefits, and qualities which they do not have; and representing that they are of a particular standard, quality, and grade when they are

1 not. Defendants intentionally and knowingly misrepresented material facts regarding the
2 refrigerators with intent to mislead Plaintiff and the South Dakota State Class.

3
4 925. Defendants intentionally and knowingly misrepresented material facts regarding
5 the refrigerators with intent to mislead the South Dakota State Class. Defendants knew or should
6 have known that their conduct violated the South Dakota CPA.

7 926. Defendants owed Plaintiff and the South Dakota State Class a duty to disclose the
8 defective nature of these refrigerators as they possessed exclusive knowledge as they were
9 manufacturing, selling, and distributing these refrigerators throughout the United States, and
10 knew that they were not as durable as advertised.

11 927. Defendants' concealment of the true defective nature of the compressors contained
12 by these refrigerators was material to Plaintiff and the South Dakota State Class.

13 928. Defendants' unfair or deceptive acts or practices were likely to and did in fact
14 deceive reasonable consumers, including Plaintiff and the South Dakota Class, about the
15 defective nature of these refrigerators, the quality of these refrigerators, and their true value.
16

17 929. Defendants' violations present a continuing risk to the South Dakota State Class
18 as well as to the general public. Defendants' unlawful acts and practices complained of herein
19 affect the public interest.

20 930. South Dakota State Class members suffered ascertainable loss and actual damages
21 as a direct and proximate result of Defendants' misrepresentations and concealment of and failure
22 to disclose material information. Defendants had an ongoing duty to all their customers to refrain
23 from unfair and deceptive practices under the South Dakota CPA. All owners of the subject
24 refrigerators suffered ascertainable loss as a result of Defendants' deceptive and unfair acts and
25 practices made in the course of Defendants' business.

26 931. Pursuant to S.D. Codified Laws § 37-24-31, the South Dakota State Class seeks an
27 order enjoining Defendants' unfair and/or deceptive acts or practices, damages, punitive damages,
28 and attorneys' fees, costs, and any other just and proper relief to the extent available under the
South Dakota CPA.

THIRTY-NINTH CAUSE OF ACTION

(Violation of the Tennessee Consumer Protection Act – Tenn. Code Ann. § 47-18-101, *et seq.*)

By Plaintiffs Gilliland and Morse, Individually and On Behalf of Tennessee Subclass

932. Plaintiffs Gilliland and Morse, reallege and incorporate here by reference each of the foregoing paragraphs, and further allege as follows.

933. Plaintiffs Gilliland and Morse bring this claim on behalf of themselves and the Tennessee State Class against all Defendants.

934. Tennessee State Class members are “natural persons” and “consumers” within the meaning of Tenn. Code § 47-18-103(2). Defendants are “person[s]” within the meaning of Tenn. Code § 47-18-103(9).

935. Defendants are engaged in “trade” or “commerce” or “consumer transactions” within the meaning Tenn. Code § 47-18-103(9).

936. The Tennessee Consumer Protection Act (“Tennessee CPA”) prohibits “unfair or deceptive acts or practices affecting the conduct of any trade or commerce.” Tenn. Code § 47-18-104.

937. In the course of their business, Defendants concealed and suppressed material facts concerning the LG and Kenmore branded refrigerators. Plaintiffs and Tennessee State Class members had no way of discerning that Defendants’ representations were false and misleading because Plaintiffs and Tennessee State Class members did not have access to the same information that Defendants possessed at the time they purchased the refrigerators. Plaintiffs and Tennessee State Class members did not and could not unravel Defendants’ deception on their own.

938. Defendants thus violated the Act by, at minimum: representing that the LG and Kenmore branded refrigerators have characteristics, uses, benefits, and qualities which they do not have; and representing that they are of a particular standard, quality, and grade when they are not. Defendants intentionally and knowingly misrepresented material facts regarding the refrigerators with intent to mislead Plaintiffs and the Tennessee State Class.

1 939. Defendants intentionally and knowingly misrepresented material facts regarding
2 the refrigerators with intent to mislead the Tennessee State Class. Defendants knew or should
3 have known that their conduct violated the Tennessee CPA.
4

5 940. Defendants owed Plaintiffs and the Tennessee State Class a duty to disclose the
6 defective nature of these refrigerators as they possessed exclusive knowledge as they were
7 manufacturing, selling, and distributing these refrigerators throughout the United States, and
8 knew that they were not as durable as advertised.

9 941. Defendants' concealment of the true defective nature of the compressors contained
10 by these refrigerators was material to Plaintiffs and the Tennessee State Class.

11 942. Defendants' unfair or deceptive acts or practices were likely to and did in fact
12 deceive reasonable consumers, including Plaintiffs and the Tennessee Class, about the defective
13 nature of these refrigerators, the quality of these refrigerators, and their true value.
14

15 943. Defendants' violations present a continuing risk to the Tennessee State Class as
16 well as to the general public. Defendants' unlawful acts and practices complained of herein affect
17 the public interest.

18 944. Tennessee State Class members suffered ascertainable loss and actual damages as a
19 direct and proximate result of Defendants' misrepresentations and concealment of and failure to
20 disclose material information. Defendants had an ongoing duty to all their customers to refrain
21 from unfair and deceptive practices under the Tennessee CPA. All owners of the subject
22 refrigerators suffered ascertainable loss as a result of Defendants' deceptive and unfair acts and
23 practices made in the course of Defendants' business.

24 945. Pursuant to Tenn. Code § 47-18-109, the Tennessee State Class seeks an order
25 enjoining Defendants' unfair and/or deceptive acts or practices, damages, treble damages for
26 willful and knowing violations, pursuant to § 47-18-109(a)(3), punitive damages, and attorneys'
27 fees, costs, and any other just and proper relief to the extent available under the Tennessee CPA.
28

FORTIETH CAUSE OF ACTION

(Violation of the Deceptive Trade Practices Act – Tex. Bus. & Com. Code § 17.41, *et seq.*)

By Plaintiffs Miller, Gerbo, Ward, Jordan, Johnson, Suleiman, McAnderson, M. Martin, Garcia, Hubbard, Cook, Smith, Lemus and Munsch, Individually and On Behalf of the Texas Subclass

946. Plaintiffs Miller, Gerbo, Ward, Jordan, Johnson, Suleiman, McAnderson, M. Martin, Garcia, Hubbard, Cook, Smith, Lemus and Munsch, reallege and incorporate here by reference each of the foregoing paragraphs, and further allege as follows.

947. Plaintiffs Miller, Gerbo, Ward, Jordan, Johnson, Suleiman, McAnderson, M. Martin, Garcia, Hubbard, Cook, Smith, Lemus and Munsch bring this claim on behalf of themselves and the Texas State Class against all Defendants.

948. Plaintiffs and the Texas State Class are individuals, partnerships or corporations with assets of less than \$25 million, *see* Tex. Bus. & Com. Code § 17.41, and are therefore “consumers” pursuant to Tex. Bus. & Com. Code § 17.45(4). Defendants are “person[s]” within the meaning of Tex. Bus. & Com. Code § 17.45(3).

949. Defendants engaged in “trade” or “commerce” or “consumer transactions” within the meaning Tex. Bus. & Com. Code § 17.46(a).

950. The Texas Deceptive Trade Practices – Consumer Protection Act (“Texas DTPA”) prohibits “false, misleading, or deceptive acts or practices in the conduct of any trade or commerce,” Tex. Bus. & Com. Code § 17.46(a), and an “unconscionable action or course of action,” which means “an act or practice which, to a consumer’s detriment, takes advantage of the lack of knowledge, ability, experience, or capacity of the consumer to a grossly unfair degree.” Tex. Bus. & Com. Code §§ 17.45(5) and 17.50(a)(3).

951. In the course of their business, Defendants concealed and suppressed material facts concerning the LG and Kenmore branded refrigerators. Plaintiffs and Texas State Class members had no way of discerning that Defendants’ representations were false and misleading because Plaintiffs and Texas State Class members did not have access to the same information that

1 Defendants possessed at the time they purchased the refrigerators. Plaintiffs and Texas State
2 Class members did not and could not unravel Defendants' deception on their own.

3 952. Defendants thus violated the Act by, at minimum: representing that the LG and
4 Kenmore branded refrigerators have characteristics, uses, benefits, and qualities which they do
5 not have; and representing that they are of a particular standard, quality, and grade when they are
6 not. Defendants intentionally and knowingly misrepresented material facts regarding the
7 refrigerators with intent to mislead Plaintiffs and the Texas State Class.

8 953. Defendants intentionally and knowingly misrepresented material facts regarding
9 the refrigerators with intent to mislead the Texas State Class. Defendants knew or should have
10 known that their conduct violated the Texas DTPA.

11 954. Defendants owed Plaintiffs and the Texas State Class a duty to disclose the
12 defective nature of these refrigerators as they possessed exclusive knowledge as they were
13 manufacturing, selling, and distributing these refrigerators throughout the United States, and
14 knew that they were not as durable as advertised.

15 955. Defendants' concealment of the true defective nature of the compressors contained
16 by these refrigerators was material to Plaintiffs and the Texas State Class.

17 956. Defendants' unfair or deceptive acts or practices were likely to and did in fact
18 deceive reasonable consumers, including Plaintiffs and the Texas Class, about the defective
19 nature of these refrigerators, the quality of these refrigerators, and their true value.

20 957. Defendants' violations present a continuing risk to the Texas State Class as well
21 as to the general public. Defendants' unlawful acts and practices complained of herein affect the
22 public interest.

23 958. Texas State Class members suffered ascertainable loss and actual damages as a
24 direct and proximate result of Defendants' misrepresentations and concealment of and failure to
25 disclose material information. Defendants had an ongoing duty to all their customers to refrain
26 from unfair and deceptive practices under the Texas DTPA. All owners of the subject refrigerators
27
28

suffered ascertainable loss as a result of Defendants' deceptive and unfair acts and practices made in the course of Defendants' business.

959. Pursuant to Tex. Bus. & Com. Code § 17.50, the Texas State Class seeks an order enjoining Defendants' unfair and/or deceptive acts or practices, damages, multiple damages for knowing and intentional violations, pursuant to § 17.50(b)(1), punitive damages, and attorneys' fees, costs, and any other just and proper relief available under the Texas DTPA.

960. Defendants have been on notice of the issues raised in this count and this Complaint by way of communications received from Plaintiffs and the Texas Class, as well as through the various prior lawsuits they have been a part of with regards to the same issue. Plaintiffs and the Texas State Class seek all damages and relief to which they are entitled.

FORTY-FIRST CAUSE OF ACTION

(Violation of the Virginia Consumer Protection Act – Va. Code Ann. § 59.1-196, *et seq.*)

By Plaintiffs Mitchell and Schultz, Individually and On Behalf of the Virginia Subclass

961. Plaintiffs Mitchell and Schultz, reallege and incorporate here by reference each of the foregoing paragraphs, and further allege as follows.

962. Plaintiffs Mitchell and Schultz bring this claim on behalf of themselves and the Virginia State Class against all Defendants.

963. Defendants and the Virginia State Class are "persons" within the meaning of Va. Code § 59.1-198.

964. Defendants are "supplier[s]" within the meaning of Va. Code § 59.1-198. 2550. The Virginia Consumer Protection Act ("Virginia CPA") makes unlawful "fraudulent acts or practices." Va. Code § 59.1-200(A).

965. In the course of their business, Defendants concealed and suppressed material facts concerning the LG and Kenmore branded refrigerators. Plaintiffs and Virginia State Class members had no way of discerning that Defendants' representations were false and misleading because Plaintiffs and Virginia State Class members did not have access to the same information

1 that Defendants possessed at the time they purchased the refrigerators. Plaintiffs and Virginia
2 State Class members did not and could not unravel Defendants' deception on their own.

3
4 966. Defendants thus violated the Act by, at minimum: representing that the LG and
5 Kenmore branded refrigerators have characteristics, uses, benefits, and qualities which they do
6 not have; and representing that they are of a particular standard, quality, and grade when they are
7 not. Defendants intentionally and knowingly misrepresented material facts regarding the
8 refrigerators with intent to mislead Plaintiffs and the Virginia State Class.

9 967. Defendants intentionally and knowingly misrepresented material facts regarding
10 the refrigerators with intent to mislead the Virginia State Class. Defendants knew or should have
11 known that their conduct violated the Virginia CPA.

12 968. Defendants owed Plaintiffs and the Virginia State Class a duty to disclose the
13 defective nature of these refrigerators as they possessed exclusive knowledge as they were
14 manufacturing, selling, and distributing these refrigerators throughout the United States, and
15 knew that they were not as durable as advertised.

16 969. Defendants' concealment of the true defective nature of the compressors contained
17 by these refrigerators was material to Plaintiffs and the Virginia State Class.

18 970. Defendants' unfair or deceptive acts or practices were likely to and did in fact
19 deceive reasonable consumers, including Plaintiffs and the Virginia Class, about the defective
20 nature of these refrigerators, the quality of these refrigerators, and their true value.

21 971. Defendants' violations present a continuing risk to the Virginia State Class as well
22 as to the general public. Defendants' unlawful acts and practices complained of herein affect the
23 public interest.

24 972. Virginia State Class members suffered ascertainable loss and actual damages as a
25 direct and proximate result of Defendants' misrepresentations and concealment of and failure to
26 disclose material information. Defendants had an ongoing duty to all their customers to refrain
27 from unfair and deceptive practices under the Virginia CPA. All owners of the subject
28

1 refrigerators suffered ascertainable loss as a result of Defendants' deceptive and unfair acts and
2 practices made in the course of Defendants' business.

3
4 973. Pursuant to Va. Code § 59.1-204(A)–(B), the Virginia State Class is entitled to the
5 greater of actual damages or \$500 for each Virginia State Class member, attorneys' fees, and costs.
6 Because Defendants' actions were willful, Virginia State Class members should each receive the
7 greater of treble damages or \$1,000. *Id.*

8 **FORTY-SECOND CAUSE OF ACTION**

9 **(Violation of the Washington Consumer Protection Act ("WCPA") – Wash. Rev. Code**
10 **Ann. § 19.86.010, *et seq.*)**

11 ***By Plaintiffs Koohpai, McDougal and Perkins, Individually and On Behalf of the Washington***
12 ***State Subclass***

13 974. Plaintiffs Koohpai, McDougal and Perkins, reallege and incorporate here by
14 reference each of the foregoing paragraphs, and further allege as follows.

15 975. Plaintiffs Koohpai, McDougal and Perkins assert this claim on behalf of
16 themselves and the Washington State Subclass.

17 976. Plaintiffs Koohpai, McDougal and Perkins, the Washington Subclass, and all
18 Defendants are "persons" under Wash. Rev. Code § 19.86.010(1).

19 977. Defendants acts or practices, as set forth above, occurred in the conduct of "trade"
20 or "commerce" within the meaning of Wash. Rev. Code § 19.86.010(2).

21 978. Washington law prohibits "[u]nfair methods of competition and unfair or
22 deceptive acts or practices in the conduct of any trade or practices." Wash. Rev. Code §§
23 19.86.020.
24

25 979. Defendants' acts and practices, described herein, are unfair and deceptive in
26 violation of Washington law for the reasons stated in paragraphs 1 through 105, incorporated by
27 reference, as if fully stated herein.
28

1 980. By selling defective refrigerators with exclusive knowledge of the defect, and by
2 failing to disclose the defect or honor warranty claims in good faith, Defendants acted
3 unscrupulously in a manner that is substantially oppressive and injurious to consumers.
4

5 981. Defendants committed deceptive acts and practices with the intent that consumers,
6 such as Koohpai, McDougal and Perkins and Washington Subclass members, would rely upon
7 Defendants' representations and omissions when deciding whether to purchase a Kenmore or LG
8 branded refrigerator.

9 982. Koohpai, McDougal, Perkins and Washington Subclass members suffered
10 ascertainable loss as a direct and proximate result of Defendants' unfair and deceptive acts or
11 practices. Had Koohpai, McDougal, Perkins and Washington Subclass members known that the
12 Kenmore/LG refrigerators were defective, they would not have purchased these refrigerators or
13 would have paid significantly less for one. Among other injuries, Koohpai, McDougal, Perkins
14 and Washington Subclass members overpaid for their refrigerators, and their refrigerators
15 suffered a diminution in value.
16

17 983. Defendants' violations of the WCPA present a continuing risk to Koohpai,
18 McDougal, Perkins, and Washington Subclass members, as well as to the general public.
19 Defendants' unlawful acts and practices adversely affect the public interest.

20 984. Under Wash. Rev. Code § 19.86.090, Koohpai, McDougal, Perkins and the
21 Washington Subclass seek an order enjoining Defendants' unfair and deceptive acts or practices,
22 providing for appropriate monetary relief, including trebled damages, and awarding reasonable
23 attorney's fees and costs.

24 985. In accordance with Wash. Rev. Code § 19.86.095, a copy of this Complaint has
25 been served on the Attorney General of Washington.
26

27 **PRAYER FOR RELIEF**

28 Plaintiffs, individually and on behalf of all others similarly situated, pray for relief and
judgment against Defendants as follows:

(a) An order certifying the first Nationwide Class and Plaintiffs as Class Representatives and their counsel as Class Counsel;

(b) An order certifying the second Nationwide Class and Plaintiffs as Class Representatives and their counsel as Class Counsel;

(b) Awarding Plaintiffs and the proposed Class members actual or compensatory damages according to proof, as well as any consequential damages suffered as a result of Defendants' unlawful practices;

(c) Awarding restitution and disgorgement of all profits and unjust enrichment that Defendants obtained from Plaintiffs and the Class members as a result of their unlawful, unfair and fraudulent business practices described herein;

(d) Awarding declaratory and injunctive relief as permitting by law or equity to individual Plaintiffs, including enjoining Defendants from continuing the unlawful practices set forth herein, and directing Defendants to identify, with Court supervision, victims of their misconduct and pay them all money they are required to pay;

(e) Exemplary and punitive damages sufficient to punish and deter the Defendants and others from future wrongful practices;

(f) Pre-judgment and post-judgment interest;

(g) Any and all applicable statutory and civil penalties;

(g) Awarding attorneys' fees and costs; and

(h) Providing such further relief as may be just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs demand trial by jury of all issues raised in this Complaint.

DATED: September 22, 2023

BEVERLY HILLS TRIAL ATTORNEYS, P.C.

/s/ Azar Mouzari
Azar Mouzari, Esq.
Nilofar Nouri, Esq.
Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that I electronically filed the foregoing with the Clerk of the United States District Court Central District of California by using the CM/ECF system on September 23, 2023.

I further certify that all participants in the case appear to have been registered CM/ECF users and that service should therefore be accomplished by the CM/ECF system via electronically mail to all counsel of record.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on September 23, 2023, in Los Angeles, California.

/s/ Nilofar Nouri

Nilofar Nouri